AI-10347 **6.A.**

Travel & Meal/Food Policy
CC REGULAR

Date: 08/05/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration and possible action regarding proposed revisions to the Travel Policy Guidelines and Procedures.

2. Discussion, consideration and possible action regarding proposed Meal/Food Policy.

BACKGROUND

Fiscal Impact

Attachments

Link: travel policy
Link: food& meal policy
Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 01:53 PM	APRV
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3	Auditor's Office	Linda Fong	07/31/2008 02:47 PM	APRV
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DRAFT FOR DISCUSSION PURPOSES ONLY

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

REFERENCE

County Auditor's Form T-1 "Application for Out-of-State Official Travel"
County Auditor's Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"
County Auditor's Form T-3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T-4 "Final Travel Expense Claim."
County Auditor's Form T-5 "Out of County – Travel Advance Request"

AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

BACKGROUND

Local Government Code § 152.011 authorizes the Commissioners' Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners' Court approved the original policies, guidelines and procedures on June 1, 1996. On _____ 2008, the Hidalgo County Commissioners' Court revised the travel policies, guidelines, and procedures that were previously amended on April 4, 2006. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book"). The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three tests, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees while on official business. The purpose of the trip must be for the County's benefit and/or be related to the department's primary business activities as follows:

    a. To obtain statutorily required continuing professional education;
    b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
    c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations;
    d. To participate in professional organizations related to the employee or official's job assignment;
    e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
    f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
    g. To participate in forums, coalitions, and discussions relating to the policy, legislative and regulatory interests of the County;
    h. To pursue the County's interests in litigation or criminal justice;
    i. To promote the economic development interests of the County; or
    j. To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditure is made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will be at the expense of the traveler.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

5. AUTHORIZATION FOR OUT-OF-STATE TRAVEL

   a. Out-of-state travel shall be kept to a minimum.

   b. The Department of Budget and Management (DBM) must approve all out-of-state travel before any reservations and/or travel are made (except for mandatory travel such as transportation of detainees and investigations). **Form T-1 "Application for Out-Of-State Official Travel"** must be submitted to the DBM in order to justify the need to travel out-of-state.

   c. The County is not obligated to pay for travel if prior approval from the Department of Budget and Management is not obtained.

6. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - The County Auditor's Office may pay registration fees, hotel, and airline reservations directly to vendors. The request for payment must be received with sufficient time for the check to be processed by the County Auditor's Office - Accounts Payable Section (at least two weeks prior to the date the check will be needed).

   b. Department's Travel Card - If request for payment is not received within the time specified above, the Purchasing Department should be contacted in order to request that payment be made through the Department's travel card (see Travel Card procedures).

   c. Traveler's Personal Credit Cards and/or Cash - Travel expenses incurred by employees and officials while conducting County business may be paid through personal credit cards and/or cash. The employee or official will be reimbursed by the County for reasonable and allowable expenses in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

   d. Travel Advance - The employee or official may also receive a travel advance subject to certain restrictions (see Section 16).

7. COORDINATION OF TRAVEL

   a. "Coordination of travel" in this Section means County employees traveling together in a personally owned vehicle, County vehicle, or leased motor vehicle.

b. Coordination of travel is required when two, three, or four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business. If more than four County employees employed by the same County department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, reimbursement will only be made to the driver of the personally owned vehicle (mileage) or leased motor vehicle (fuel charges). Mileage incurred by a County employee to meet at a location or to pick up other County employees may be reimbursed. This mileage must be reasonable and documented in detail (see Section 9).

d. Coordination of travel, however, is not required if the County Official determines before travel that coordination of travel is not feasible. That determination may be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, the reimbursement will only be made to one of the travelers.

8. AIR TRAVEL

a. The most economical airfare should be obtained (only coach fare will be allowed). If travel more expensive than coach fare is obtained, the fare must be paid with the traveler's funds and the difference between the coach fare and the fare obtained will not be reimbursed to the traveler. Refundable fares should be considered if possibility of a trip cancellation exists. Commercial airlines are normally the most economical mode of transportation for out-of-state travel. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Airline tickets purchased with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures) and be related to travel expenses for County employees.

c. Package fares (Friends Fly Free, etc.) are encouraged when two or more County Officials or employees are traveling to and from the same location and overall cost can be reduced.

d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare**.**

e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.

c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County – Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim**".

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.

i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office – Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.

b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

d. Accidents, if any, must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

11. CAR RENTALS

a. Car rentals will be reimbursed when it is the most economical means of transportation. Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). For further information contact the Purchasing Department at (956) 318-2626. Car rental reservations made with the department's travel card must be reserved through the Purchasing Department (see Travel Card Procedures).

b. Car rental reservations should be made in advance to ensure availability of appropriate size and type of vehicle. When more than one traveler is going to the same destination, "coordination of travel" is required (see Section 7). In addition, a statement as to whether the department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental cars are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" and large "sport utility vehicles" such as a Chevy Suburban, Ford Expedition, or similar models are not allowed. However, rental of these types of models will be allowed if the car rental company honors the rate for the applicable size and type of vehicle allowed by policy.

c. Rental of cars is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. If a County Official or employee wishes to rent a vehicle other than the vehicle size and type allowed by the policy, the individual will be responsible for paying the entire invoice amount and may seek reimbursement for the amount allowed by Policy. The traveler will only be reimbursed the state contract price rate for the allowable vehicle size and type. In addition, the department's travel card cannot be utilized to

book car rentals for a vehicle size and type not allowed by this policy. If the traveler accepts insurance coverage for a car rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee that may drive the rental car must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

g. It is encouraged that car rentals be re-fueled prior to returning the vehicle to the car rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T-4 "Final Travel Expense Claim**".

h. The original car rental receipt/bill and car rental agreement must be submitted as supporting documentation for payment or reimbursement. The original car rental receipt/bill must indicate the starting and ending dates of rental, rental rates, specify the name of the car rental company, specify the name of the renter and additional drivers, if any, and itemize all other expenses incurred. The car rental company agreement must include the name and signature of the individual that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Accidents, if any, must be reported to the local police before leaving the scene and the rental car company. The County's Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

12. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Taxis, buses, or other ground transportation to and from airports are allowable expenses only when necessary. The use of a hotel shuttle service is the preferred method of travel at out-of-town locations, if available.

b. Limousine service is not allowed.

c. Original receipts must be submitted in order to obtain reimbursement.

13. LODGING

a. The use of a travel agency to reserve hotel accommodations is discouraged. The traveler is required, to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

b. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

c. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $100 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

d. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night (i.e. ocean view would not be allowed). However, if the traveler is staying at the hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. Hotel reservations made with the department's travel card must be made through the Purchasing Department. The travel card cannot be utilized to book hotel reservations with rates higher than allowed by this policy. Hotel reservations at a rate above the allowable rate must be paid using the traveler's own personal credit card or funds (see Travel Card Procedures). If a spouse and/or dependent(s) accompany the official or employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

f. Arrival one night before the day the meeting or conference begins is acceptable whenever same day travel is not practical. However, arrival the same day the meeting or conference begins is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference begins at or after 10:00 AM. Arrival the day that the meeting or conference begins is encouraged whenever the meeting or conference begins at or

after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

g. Return on the day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, return the same day that the meeting or conference ends is required if the meeting or conference is taking place within 100 miles from the traveler's normal place of work and the meeting or conference ends at or before 3:00 PM. Return the same day that the conference or meeting ends is encouraged whenever the meeting or conference ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

h. Extra hotel nights for personal reasons will be at the officials or employees own expense and will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the department's travel card.

i. A traveler may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

j. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

14. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-county – In State Travel

A. Meals, including tips, will be reimbursed based on a per diem basis at $36 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($ 8-breakfast, $12-lunch and $16-dinner). Trips beginning before 8:00 a.m. will receive $36; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $28; trips begins after 1:00 p.m. will receive $16. Trips completed before 8:00 a.m. receive $8; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $20; and trips completed after 6:00 p.m. will receive $36. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when

utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis at $39 per day. This reimbursement limit applies without a carry over from one day to another. The per diem will be prorated for partial days ($9-breakfast, $12-lunch and $18-dinner). Trips beginning before 8:00 a.m. will receive $39; trips beginning after 8:00 a.m. but before 1:00 p.m. will receive $30; trips beginning after 1:00 p.m. will receive $18. Trips completed before 8:00 a.m. receive $9; trips completed after 8:00 a.m. but before 6:00 p.m. will receive $21; and trips completed after 6:00 p.m. will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required by the County Official or when utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $50 per day. The $50 maximum amount will be prorated for partial days. Trips beginning before 8:00 a.m. may receive up to the maximum amount of $50; trips beginning after 8:00 a.m. but before 1:00 p.m. may receive up to a maximum amount of $40; trips beginning after 1:00 p.m. may receive up to a maximum of $25. Trips completed before 8:00 a.m. may receive up to a maximum of $10; trips completed after 8:00 a.m. but before 6:00 p.m. may receive up to a maximum of $25; and trips completed after 6:00 p.m. may receive up to a maximum of $50. The employee is required to keep original itemized receipts to document the cost of these meals. Failure to submit the required receipts for any one day will result in the cost of the meal reimbursement to be based on the per diem basis listed in section 14(a)(ii)(A).

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) are covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed unless the meal cost is part of a conference/ registration fee.

d. Advances for meals will only be provided when traveling out-of-county for two days or longer.

e. The meals for a spouse and/or dependent(s) will not be paid with County funds.

15. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of – state travel
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Extra day or days on the trip for personal reasons
f. Luxury & large sports utility vehicle rental cars (see exception in Section 11)
g. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
h. Fines, court costs, and related expenses
i. Meals for non-overnight travel
j. Interest, over the limit, or late charges incurred in a personal credit card
k. Expenses deemed unreasonable, excessive, unsupported or unexplained

16. TRAVEL ADVANCES:

a. Employees are encouraged to pay for travel expenses using their own personal funds and seek reimbursement from the County. Nonetheless, travel advances will be allowed if an employee's seminar/conference/

meeting is scheduled to last for 2 or more days by completing **Form T-5 "Out of County – Travel Advance Request"**.

b. Travel advances are to be given to the requesting employee and may not be given to or used by another employee. Likewise, the travel advance is issued for a specific trip and may not be used for a trip different than the one that was listed on the original request.

c. Travel advances are the sole responsibility of the traveler and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim**".

d. Travel advance requests must be received by the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If request is not received within the time specified, a travel advance check may not be processed and the traveler will have to use a personal credit card and/or cash.

e. Registration fees, hotel, and airline reservations will not be advanced to the traveler. County Officials and employees are expected to arrange for prepayment of these expenses wherever possible, by using the department's travel card, purchase order, or by requesting that the County issue payment to the vendor. Those expenses that cannot be prepaid by one of these methods should be paid from the employee's personal credit card and/or cash during the period of travel. The County Auditor will grant exceptions on the advancement of registration fees, hotel, and airline reservations to the traveler on a case-by-case basis.

f. If the official or employee elects to travel by personal vehicle within the State of Texas, the employee may be advanced mileage calculated on a point-to-point basis using the Texas Mileage Guide at the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking) may be advanced based on $20.00 per day. The County Auditor may grant exceptions on the amounts to be advanced on a case-by-case basis.

h. If attendance at the seminar/meeting/conference is cancelled, travel advances should be immediately returned to the County Treasurer's Office no later than 20 calendar days after the seminar/conference/

meeting date with a completed **Form T-4 "Final Travel Expense Claim**".

i. Individuals receiving a travel advance are required to account for the advance within 20 calendar days after the seminar/conference/meeting date by completing **Form T-4 "Final Travel Expense Claim**". Original itemized receipts (except meal receipts) must be submitted in order to obtain reimbursement for allowable expenses paid by the traveler. Subsequent travel advances requested by the department on behalf of a traveler with an outstanding travel advance will not be made.

j. If **Form T-4 "Final Travel Expense Claim"** is not settled within 60 days of trip return, the County Treasurer will deduct the advance from the traveler's next paycheck. Once the advance is taken from the traveler's paycheck, the traveler will not be able to seek reimbursement from the County. A request for reimbursement after these 60 days will not be allowed. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

17. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The travel expense is incurred for a reason related to official County business;
ii. The employee is unable to conduct the business because of a natural disaster or other natural occurrence; and the expense would be payable or reimbursable had the official County business been conducted; or
iii. The employee returns, before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the County Department's determination that an illness or a personal

emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks. Any cancellation costs that did not result from the above-approved reasons will be disallowed and at the expense of the traveler.

d. Failure to cancel reservations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

18. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred and paid through personal credit cards and/or cash while conducting official County business will be reimbursed only if reasonable, necessary, and allowable in accordance with this Policy upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the limit, and late charges, incurred in a personal credit card by the traveler.

c. The County will not reimburse a County employee for a travel expense unless the employee has incurred the expense. A County employee who receives free transportation or lodging in exchange for mileage, points, or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. A County employee may not accept a reimbursement or advance for a travel expense from more than one source. A County employee who anticipates receiving or actually receives a travel expense reimbursement or advance from another person/entity/association other than the County may seek a reimbursement or advance for the expense from the County only to the extent the amount of the person's reimbursement or advance is less than the amount of the total expense. If reimbursement is received from the County and another source, the reimbursement should be returned to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

19. SANCTIONS

a. A County employee who violates this policy and misuses County property or funds will be subject to disciplinary action including termination and/or criminal charges.

DRAFT FOR DISCUSSION PURPOSES ONLY

PROCEDURES

A. County Department

1. Ensure traveler has read and understands the County's travel policies, guidelines, and procedures as they relate to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

3. If traveling out-of-state, obtain approval from the DBM by submitting **Form T-1 "Application for Out-Of-State Official Travel"** before any reservations or travel is made.

4. Submit requisition to the Purchasing Department for seminar registration, hotel accommodations, airfare, car rental, and meals and incidental expenses, if any (requisition for meals and incidentals should be made under the name of the traveler). Ensure travel expenses are in accordance with the travel policy and requisition includes the following:

   a. Seminar Registration: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); notation as to manner of travel (County vehicle, County provided rental, or use of personal vehicle).

   b. Hotel Accommodations: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); type of room rental, daily hotel rate, and number of hotel nights.

   c. Airfare: seminar/conference/meeting name, date(s), location, including city and state; name(s) of traveler(s); date(s) of travel.

   d. Car Rental: purpose of rental (i.e. attend seminar/conference/ meeting/elections); seminar/conference/meeting/elections name, date(s), location, including city and state; name of driver and additional driver, if any; name(s) of traveler(s); type and size of rental vehicle, daily rental rate, number of rental days, location where rental will be acquired and returned (address, city, and state). If department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of traveler; seminar/ conference/meeting name, dates(s), location, including city and state; meals and incidental expenses should be listed separately.

5. If utilizing the department's travel card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental.

6. If requesting direct payment for seminar registration, and hotel accommodations submit **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section.

7. If requesting a travel advance, submit **Form T-5 "Out-Of-County Travel Advance Request"** and submits requisition to the Purchasing Department for travel advance in the name of the traveler.

8. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T-4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T-4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received. Supporting documentation includes the following:

- Original itemized hotel receipt indicating a zero balance owed
- Airline boarding pass and original airline ticket receipt or travel agency itinerary
- Original car rental receipt and car rental agreement
- Seminar/conference/meeting agenda
- Original receipt and/or confirmation for seminar, conference, etc.
- Seminar certificate of completion, if available
- Original taxi receipt
- Original parking receipt
- Printouts of MapQuest (if requesting incidental mileage reimbursement)
- If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T-4 "Final Travel Expense Claim"**.

9. Submit, if necessary, the approved **Form T-1 "Application for Out-Of-State Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

10. Submit, if necessary, **Form T-3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

11. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

    In addition, if a trip was cancelled, **Form T-4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

    Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

B. Purchasing Department

1. Review requisition submitted by department for seminar registration, hotel accommodations, airfare, and car rental, if any. Ensure requisition includes the information listed in Section A4 above and that request is in compliance with travel policy.

2. If request is in compliance with travel policy, issue purchase order for seminar, hotel accommodations, airfare, and car rental, if any.

3. Book seminar, hotel accommodations, airfare, and car rental for departments requesting payment by the department's travel card ensuring reservations comply with the travel policy and guidelines.

4. Upon notice by the department of a trip cancellation, cancel reservations made using the department's travel card.

5. If airfare was reserved using the department's travel card, maintain an inventory schedule of refundable airfare credits received as a result of a trip cancellation. The inventory schedule should include the department name, employee name, cancellation date, and re-schedule/use date.

C. Department of Budget and Management

1. Review **Form T-1 "Application for Out-Of-State Official Travel"** and approve request for out-of-state travel if need for travel is properly justified (i.e. training is not available in-state).

D. County Auditor

1. Audit and process **Form T-2 "Seminar, Hotel, Car Rental, & Airfare Check Request"** ensuring compliance with the travel policy & guidelines.

2. Audit and process **Form T-5 "Out-Of-County Travel Advance Request"** ensuring compliance with the travel policy & guidelines.

3. Audit and process **Form T-4 "Final Travel Expense Claim"** ensuring compliance with the travel policy & guidelines.

4. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T-4 "Final Travel Expense Claim**".

5. Send notices to departments when travel payments have been paid directly to the vendor or traveler and a **Form T-4 "Final Travel Expense Claim"** has not been submitted.

6. Notify the County Treasurer of any travelers for which the County has made travel payments on their behalf and have not submitted **Form T-4 "Final Travel Expense Claim"** within the specified time.

7. Audit and process **Form T-3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the travel policy & guidelines.

E. COUNTY TREASURER

1. Mail out travel checks unless the department has requested otherwise.

2. Notify the departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

3. Verify identification and obtain signature of individual picking up the check before releasing the check.

4. Verify that remaining travel funds being returned to the County by traveler are accompanied by a copy of properly filled out and documented **Form T-4 "Final Travel Expense Claim"**.

5. Forward receipt issued for remaining travel funds and **Form T-4 "Final Travel Expense Claim"** to the County Auditor's Office – Financial Accounting Section.

6. Make arrangements to deduct from the traveler's paycheck any advance travel payments made to the vendor or the traveler if **Form T-4 "Final Travel Expense Claim"** is not submitted within the specified time in accordance with applicable laws.

7. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

REFERENCE

County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*"

AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

Government Code § 611.001, "*Lodging and Meal Expenses*"

draft

Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). *IRC § 61, § 3121, § 3401*

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically—either as advances or reimbursements—for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. *IRC § 62(c); Reg. § 1.62-2(c); Reg. § 1.274-5T*

PURPOSE

The Hidalgo County Commissioners Court on _____ approved the policy set forth below. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001),
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),
- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

Draft

DEFINITIONS

"County Sponsored Events" means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

"Meals" means food and non-alcoholic beverages provided at breakfast, lunch, or dinner.

"Necessary Expense" means an expense that is appropriate for the conduct of County business.

"Ordinary Expense" means an expense that is common and accepted in County business.

"Refreshments" means non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

"Related Expenses" means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12 noon to 1 pm; dinner 6:00 pm to

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

Draft

e. Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

Expenditures of county funds for the following are specifically prohibited:

- Alcoholic beverages,
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by a registration fee
- Charitable or political functions

Draft

PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments, and related costs comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).
3. Submit completed and signed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" to the County Auditor's Office - Accounts Payable Section, if required.
4. Ensure that the "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" is accompanied by the following documentation:
    a. Purchase order.
    b. An original itemized invoice or receipt.
    c. A written agenda.
    d. A sign-in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, for instance in case of employee health fairs, the reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.

b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.
   a. If documentation complies with County policy, process payment in accordance with internal procedures.
   b. If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

Draft

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department:

Department Contact Name:

Contact Phone Number:

EVENT INFORMATION

Date: Start Time: End Time:

Duration: 0:00 Location:

Purpose of Event:

Meeting Training Other:

(Please explain.)

Attendees: *(Please attach sign-in sheet)*

County Employees + Non-County Employees = Total 0

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*

Breakfast + Lunch + Dinner = Total 0

Refreshments: *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*

Related Expenses: *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ -	$ -
Refreshments Expense:	$ -	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ -	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: Account Number:

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Name of Approving County Official/Department Head
(Please Print)

Signature of Approving County Official/Department Head

Date

AI-10381 **6.B.**

457 Plan hardship request

CC REGULAR

Date: 08/05/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on 457 Plan hardship withdrawal request for employee #013781.

BACKGROUND

Fiscal Impact

Attachments

Link: RQ request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/30/2008 03:40 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/30/2008 03:56 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 02:49 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	07/31/2008 04:14 PM	APRV

Form Started By: Monica Badillo — Started On: 07/30/2008 03:23 PM

Final Approval Date: 07/31/2008

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name Roy Quintanilla Emp # 013781

Address 350 [redacted] Dr., McAllen, Texas [redacted]

Social Security N [redacted] 02 Daytime Phone No. (95 [redacted]

SECTION I – Har [redacted] est

I understand that this withdraw [redacted] red to be due to financial hardship only t [redacted] nt of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 69-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(X) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100 % Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? no If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 7-30-08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-10348 **6.C.**

Appropriation of funds for Hurricane Dolly
CC REGULAR

Date: 08/05/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Approval and authorization to appropriate $1 million from the General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane "Dolly".

BACKGROUND

Refer to AI 10308/ 14 A.7 CC 07-28-08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-068-0-899
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2008 appropriation of funds due to an "Emergency Declaration" in relation to hurricane "Dolly" in the amount of $1,000,000.00.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 01:54 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/30/2008 03:21 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 02:48 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
5	Court Administrator	Angela Garcia	07/31/2008 04:13 PM	APRV

Form Started By: Angela Garcia Started On: 07/29/2008 01:09 PM

Final Approval Date: 07/31/2008

DATE: July 30, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Countywide Admin. Emergency Mgmt

ACCOUNT NUMBER: 8-1100-415-00-115-068-0-XXX

Contact Person: Ivan Cantu Ph# (956) 292-7025 ext. 5425

2008
Transfer
AI 10348

THE COUNTY OF HIDALGO TEXAS

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-068-0-899	Co Wide Adm Emerg. Mgmt Contingency	1,000,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**1,000,000.00**

REASON: To appropriate funds due to an "Emergency Declaration" in relation to hurricane "Dolly", refer to AI 10308/14.A.7 CC 7-28-08 in accordance with Tx Local Government Code (LGC) Chapter 111 Subchapter C section 111.070.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-10440 **6.E.**

Declaration - Hurricane Dolly - La Villa Detention Center
CC REGULAR

Date: 08/12/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Declaration of Public Benefit/Purpose for action of Hidalgo County in providing assistance to La Villa Detention Center

2. Declaration of controls placed on public assistance to La Villa Detention Center during Hurricane Dolly

BACKGROUND

Legal is to prepare needed documents.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/01/2008 02:12 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/01/2008 02:24 PM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 03:27 PM	APRV
4	Purchasing Department		08/01/2008 05:12 PM	NEW

Form Started By: Monica Badillo — Started On: 08/01/2008 02:08 PM

Final Approval Date: 08/01/2008

AI-10447 **6.F.**

election judges appt. 8/1/08-7/31/09

CC REGULAR

Date: 08/05/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections Administration:
Appointment of Presiding and Alternate Election Judges for the August 1, 2008 to July 31, 2009 term

BACKGROUND

Fiscal Impact

Attachments

Link: list
Link: list

Form Routing/Status

Form Started By: Monica Badillo	Started On: 08/01/2008 04:48 PM
Final Approval Date: 08/01/2008	

REPUBLICAN JUDGES/ALTERNATES FOR AUGUST 1, 2008 TO JULY 1, 2009

PRECINCT	TITLE	NAME
01	ALT. JUDGE	JACOB LYLE
02	ALT. JUDGE	MARY A. THO9MPSON
03	ALT. JUDGE	PETRA REYES
04	ALT. JUDGE	CAROL CROSBY
05	ALT. JUDGE	JOSE SAN MIGUEL
06	JUDGE	MARILYN SUE JUNGE
07	ALT. JUDGE	KENNETH WILSON
08	JUDGE	MARJORIE FERRELL
09	ALT. JUDGE	EDWARD BAIL EY
10	ALT. JUDGE	ELIZABETH OLIVER
11	ALT. JUDGE	RALPH SPLAIN
12	ALT. JUDGE	PHIL H. CRUM
13	JUDGE	DR. JOHN ROBERTS
14	ALT. JUDGE	KATHERINE MCINCN
15	ALT. JUDGE	MARGO JOHNSON
16	ALT. JUDGE	DENISE BRADLEY
17	ALT. JUDGE	IVIDIO VASQUEZ
18	ALT. JUDGE	ED THOMPSON
19	ALT. JUDGE	SHIRLEY BAUMBACH
20	ALT. JUDGE	AMELIA GARCIA
21	ALT. JUDGE	LUPITA HERNANDEZ
22	ALT. JUDGE	RACHEL L. KERR
23	ALT. JUDGE	REBECCA PERAL
24	JUDGE	DENNIS ROMERO
25	JUDGE	ANDREW CODY
26	ALT. JUDGE	FRANCIS LAES
27	ALT. JUDGE	LYNN JEAN LAES
28	ALT. JUDGE	HELENE BLEIIIBDREY
29	JUDGE	COLLEEN HARTWELL
30	ALT. JUDGE	DENNIS HUGHES
31	ALT. JUDGE	ANAMARIA BAMMEL
32	ALT. JUDGE	VICKIE LYLE
33	ALT. JUDGE	PENNY BRADLEY

34	ALT. JUDGE	FOREST A. PERRY
35	ALT. JUDGE	NELSON PERDOMO
36	ALT. JUDGE	JUANITA CODY
37	JUDGE	ETHER GARCIA
38	JUDGE	DOLORES N. GARCIA
39	ALT. JUDGE	JO ANA ALVARADO
40	ALT. JUDGE	TIM MCALISTER
41	ALT. JUDGE	MANUEL RODRIGUEZ
42	ALT. JUDGE	ARNULFO ESPINO
43	ALT. JUDGE	DAVID PEREZ
44	ALT. JUDGE	BARBARA ERTL
45	ALT. JUDGE	JUAN ALVARADO
46	ALT. JUDGE	MARIA GUTIERREZ
47	ALT. JUDGE	TONI RUIZ
48	ALT. JUDGE	ALLEN HOHMANN
49	ALT. JUDGE	NICKLAS NOVAK
50	ALT. JUDGE	LARRY K. WOODARD
51	ALT. JUDGE	PAT UNSINN
52	ALT. JUDGE	DEBORAH FISHER
53	ALT. JUDGE	KEITH B. ANDERSON
54	JUDGE	MARTA CARPENTER
55	ALT. JUDGE	FELIX GOMEZ
56	ALT. JUDGE	GARY A. GOLTER
57	ALT. JUDGE	JOSE M. MARTINEZ
58	ALT. JUDGE	ERIKA MENDEZ
59	ALT. JUDGE	JUDY NETZ
60	JUDGE	BEVERLY ELLIOTT
61	ALT. JUDGE	TILDA BRADFORD
62	JUDGE	MARIUM MAGGIORA
63	JUDGE	LUANN CAUDLE
64	ALT. JUDGE	ALAN WRIGHT
65	ALT. JUDGE	COREL ROBINSON
66	ALT. JUDGE	MAGGIE MCAFEE
67	JUDGE	MARY HICKMAN
68	ALT. JUDGE	MEL MEDHUS
69	ALT. JUDGE	VITALIO ZUNIGA
70	ALT. JUDGE	CRISTIA ZEQUERIAS
71	JUDGE	LARRAINE OWENS
72	JUDGE	JOSE CASARES
73	JUDGE	DONNA HELMS

114		JUDGE	DIANNE SILVA
115		ALT. JUDGE	ROBERT HERNANDEZ
116		ALT. JUDGE	GLORIA VOCTORINO
117		ALT. JUDGE	DARREL R. NORD
118		JUDGE	CURTIS HENHAM
119		ALT. JUDGE	NORMA PRADO
120		ALT. JUDGE	BENHEM W. LEE
121		JUDGE	ELLA MEA LONGPRE
122		ALT. JUDGE	JAQUELIN GARZA
123		ALT. JUDGE	MARY LOU STWART
124		JUDGE	ANNA IBANEZ
125		ALT. JUDGE	EVELYN JOHSON
126		JUDGE	GEORGE GUMBECK
127		ALT. JUDGE	FRED GORENA
128		ALT. JUDGE	VERONIC ANZALDUA
129		ALT. JUDGE	GEORGE CARPENTER
130		JUDGE	HELEN C. BASS
131	NO VOTES		
132	NO VOTES		
133		ALT. JUDGE	ROBERT SMITH
134		JUDGE	MICHELLE S. MERWIN
135		JUDGE	MONIKA M. HAWKINS
136		JUDGE	HUGE HAWKINS
137		ALT. JUDGE	CARL GUNTER
138		ALT. JUDGE	JOSE ANGEL GARCIA
139		ALT. JUDGE	LYNN MIELCAREK
140	NO VOTES		
141	NO VOTES		
142	NO VOTES		
143	NO VOTES		
144	NO VOTES		

DEMOCRATIC PRESIDING & ALTERNATE ELECTION JUDGES
FOR APPOINTMENT TERM AUGUST 1, 2008 TO JULY 31, 2009

PRECINCT	TITLE	NAME
01	PRESIDING	DAHILA FRANCO
02	PRESIDING	ELIZABETH RAMOS
03	PRESIDING	TERESA CASTILLO
04	PRESIDING	ROSARIO GARZA
05	PRESIDING	ADELA OLVERA
06	ALTERNATE	MAURICE J. OWEN
07	PRESIDING	MINERVA MERCADO
08	ALTERNATE	HENIRIETTA GUZMAN
09	PRESIDING	RUFINA D. FLORES
10	PRESIDING	PATRICIA NAVARO
11	PRESIDING	ALFONSO CHAPA
12	PRESIDING	GLORIA GARZA
13	ALTERNATE	AMALIA JASSO
14	RESIDING	MINERVA DE LA ROSA
15	PRESIDING	AMPARO BAZAN
16	PRESIDING	MARY LOU MENDEZ
17	PRESIDING	SANDRA BERNAL
18	PRESIDING	FRANCISCO LOPEZ
19	PRESIDING	JAIME GARZA
20	PRESIDING	GUADALUPE PEREZ
21	PRESIDING	SYLVIA ESPINOZA
22	PRESIDING	EMMA R. SAMUDIO
23	PRESIDING	JESSICA M. CASTILLO
24	ALTERNATE	NORA LINDA GARCIA
25	ALTERNATE	SAN JUANITA CRUM
26	PRESIDING	ANA RAMIREZ
27	PRESIDING	ROSALINDA MENDEZ
28	PRESIDING	CONNIE GARZA
29	ALTERNATE	LYLE J. RIDENOUR
30	PRESIDING	LUPE LOZANO
31	PRESIDING	TEODORA ECHARETA
32	PRESIDING	MARIVEL TERAN
33	PRESIDING	MARIA L. TAMEZ
34	PRESIDING	ROSALINDA GOMEZ
35	PRESIDING	ORALIA RODRIGUEZ
36	PRESIGING	CHRISTINA GUNTER
37	ALTERNATE	MARIBEL REYES

38		ALTERNATE	ELEAZAR ESCOBEDO
39		PRESIDING	ALONSO LUNA
40		PRESIDING	HONI VELA
41		PRESIDING	SERGIO GARCIA
42		PRESIDING	MAGDA ESPINOZA
43		PRESIDING	CYNTHIA VALDEZ
44		PRESIDING	REFUGIA SANDOVAL
45		PRESIDING	SOFIA CARDENAS
46		PRESIDING	ROMULO SANCHEZ
47		PRESIDING	ALVARO GUZMAN
48		PRSEIDING	MARLEN SARMIENTO
49		PRESIDING	AURORA HERNANDEZ
50		PRESIDING	JUANITA OCHOA
51		PRESIDING	ARTURO SALINAS JR.
52		PRESIDING	GLORIA LOPEZ
53		PRESIDING	JOE BORREGO
54		ALTERNATE	JOANNA REYES
55		PRESIDING	FRANCIS ALANIZ
56		PRESIDING	MARIO CANO
57		PRESIDING	C. HOWDY SMITH
58		PRESIDING	SYLVIA ESPINOSA
59		PRESIDING	ROBERT CORTEZ
60		PRESIDING	MARY O GONZALEZ
61		PRESIDING	ROLANDO GARIA
62		ALTERNATE	IRENE MAYORGA
63		ALTERNATE	JUANITA CHAPA
64		PRESIDING	SALLY SPLAIN
65		PRESIDING	GLORIA GONZALEZ
66		PRESIDING	YOLI DEL BOSQUE
67		ALTERNATE	ELIZA R. ALANIZ
68		PRESIDING	IMELDA CANALES
69		PRESIDING	ANITA MONTERO
70		PRESIDING	MICAELA DELGADO
71		ALTERNATE	HERMINIA SERNA
72		ALTERNATE	OFELIA ESTEVIS
73		ALTERNATE	CARMEN JACKSON
74		ALTERNATE	NORMA DE LEON
75		PRESIDING	LETICIA MENDEZ
76		ALTERNATE	MARCOLFA GARCIA
77		PRESIDING	DIANA GUTIERREZ
78		PRESIDING	MARIA M. GARZA
79		PRESIDING	MELODY SALDANA
80	RETIRED		
81		ALTERNATE	MITCH COLEN
82	RETIRED		
83		ALTERNATE	ZULEMA FLORES

84	ALTERNATE	MARGARITA RAMIREZ
85	PRESIDING	ALBERT CANO
86 RETIRED		
87	PRESIDING	FELIX MARINEZ
88	PRESIDING	BARBARA A. BATES
89	PRESIDING	LAVIA E. GARZA
90	PRESIDING	DIANA VALDEZ
91	PRESIDING	NELDA FRIAS
92	PRESIDING	JOSE J. YBARRA
93 RETIRED		
94	PRESIDING	NORMA M. RANGEL
95	PRESIDING	MARIVEL IBANEZ
96	ALTERNATE	PERLA CNTU
97	PRESIDING	CAROL SANCHEZ
98	PRESIDING	AURORA LUNA
99	PRESIDING	ELENA GARZA
100	PRESIDING	ELISA Y. OLIVAREZ
101	ALTERNATE	SOCORRO VENEGAS
102	ALTERNATE	JUANITA CASAS
103	ALTERNATE	MERICELDA GARCIA
104	PRESIDING	JUAN VALDEZ
105	ALTERNATE	ESMERALDA LOZANO
106	ALTERNATE	ROLANDO CANALES
107	PRESIDING	YOLANDA SALDIVAR
108	PRESIDING	ESTHER A CANALES
109	PRESIDING	MARI SHAWN
110	PRESIDING	CARMEN ROBLEDO
111	PRESIDING	MARYLOU HINOJOSA
112	PRESIDING	ESTELA CASARES
113	PRESIDING	CRISTINA LEAL
114	ALTERNATE	MINA SERNA
115	PRESIDING	GERARDO GARCIA
116	PRESIDING	CRESENCIO LOZANO
117	PRESIDING	ISRAEL SALINAS
118	ALTERNATE	ISRAEL GONALEZ
119	PRESIDING	ANTONIO REYES JR.
120	PRESIDING	IRENE LIMON
121	ALTERNATE	EVA CORTEZ
122	PRESIDING	LINDA MONTEMAYOR
123	PRESIDING	RAQUEL VARGAS
124	ALTERNATE	ALICIA LOZANO
125	PRESIDING	IRENE G. SALAZAR
126	ALTERNATE	FRANK SANDOVAL
127	PRESIDING	REFUGIA SANDOVAL
128	PRESIDING	RAQUEL E. GARCIA
129	PRESIDING	EDDIE GARCIA

130		ALTERNATE	RAMON MACIAS
131	NO VOTES		
132	NO VOTES		
133		PRESIDING	ELENA GARZA
134		ALTERNATE	JESUS IBANEZ
135		ALTERNATE	MARTHA MOLINA
136		ALTERNATE	ROSIE GARZA
137		PRESIDING	JESUS OLVERA JR.
138		PRESIDING	ESTELA SALINAS
139		PRESIDING	RACHEL NOYOLA
140	NO VOTES		
141	NO VOTES		
142	NO VOTES		
143	NO VOTES		
144	NO VOTES		

AI-10332 **7.B.**

CIHCP

CC REGULAR

Date: 08/05/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health Care Program in the amount of $2,917.12 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
2. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent Health Care Program in the amount of $642.25 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
3. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program no 004 to program no 003 in the amount of $3,559.37

BACKGROUND

PAYMENTS WILL BE DEDUCTED FROM 4TH QUARTER UPL DRAWDOWN

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-003-8-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer in the amount of $3,559.37

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $3,559.37. Available balance as of 7/29/08 $2,481,291.54

Attachments

Link: ATTESTATION
Link: 10332 report
Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 07:52 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/29/2008 05:17 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 04:16 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 05:02 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:43 AM	APRV

Form Started By: Dairen Sarmiento Started On: 07/28/2008 02:37 PM

Final Approval Date: 08/01/2008

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on August 5, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $3,559.37
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $3,559.37
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Noreen Saucedo 7-28-08

Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Hidalgo County Texas

Provider Payment Itemization

VIEW
7/28/2008

Home | Find | Add | Interview | Analyze | Administer | Help | Logout

Batch Record: BatchID=120 Updated 7/28/2008 2:30:56 PM by Dairen.Sarmiento

Edit

Provider Payment Itemization
Explanation of Benefits for Batch # FY-08-44-UTMB
8/5/2008

There are 23 total payments consisting of a total of 53 payment lines. The Billed total is $17,309.65; the Paid total is $3,559.37; the difference is $13,750.28. You may also view results in Client Itemization, Accounting Itemization, Health Care Services Record, or Excel®.

The following Providers have payments in this itemization:

1. UTMB AT GALVESTON (View Payment Itemization) (List Batch Payments) 2917.12
2. UTMB FACULTY GROUP PRACTI (View Payment Itemization) (List Batch Payments) 642.25

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH
158564	967098	UTMB AT GALVESTON	4/16/2008	$151.00	$52.85	FY-08-44-UTMB
158563	510036	UTMB AT GALVESTON	4/4/2008	$638.00	$223.30	FY-08-44-UTMB
158561	878425	UTMB AT GALVESTON	4/8/2008	$1,145.00	$0.00	FY-08-44-UTMB
158559	445273	UTMB AT GALVESTON	4/29/2008	$151.00	$52.85	FY-08-44-UTMB
158558	445273	UTMB AT GALVESTON	4/29/2008	$2,107.00	$737.45	FY-08-44-UTMB
158555	014185	UTMB AT GALVESTON	4/18/2008	$189.00	$66.15	FY-08-44-UTMB
158553	014185	UTMB AT GALVESTON	3/21/2008	$137.15	$48.00	FY-08-44-UTMB
158551	014185	UTMB AT GALVESTON	4/18/2008	$4,660.50	$1,631.17	FY-08-44-UTMB
158550	017919	UTMB AT GALVESTON	4/16/2008	$81.00	$28.35	FY-08-44-UTMB
158549	017919	UTMB AT GALVESTON	4/9/2008 4/10/2008 4/11/2008 4/12/2008 4/13/2008 4/14/2008	$220.00	$77.00	FY-08-44-UTMB
158545	878425	UTMB FACULTY GROUP PRACTI	4/15/2008 4/11/2008 4/8/2008 4/9/2008	$740.00	$0.00	FY-08-44-UTMB
158543	878425	UTMB FACULTY GROUP PRACTI	4/9/2008	$3,285.00	$0.00	FY-08-44-UTMB
158537	878425	UTMB FACULTY GROUP PRACTI	4/8/2008	$1,970.00	$0.00	FY-08-44-UTMB
158516	017919	UTMB FACULTY GROUP PRACTI	4/16/2008	$75.00	$26.25	FY-08-44-UTMB
158515	014185	UTMB FACULTY GROUP PRACTI	4/18/2008	$110.00	$38.50	FY-08-44-UTMB
158514	445273	UTMB FACULTY GROUP PRACTI	4/29/2008	$110.00	$38.50	FY-08-44-UTMB
158509	445273	UTMB FACULTY GROUP PRACTI	4/29/2008	$205.00	$71.75	FY-08-44-UTMB
158504	9604	UTMB FACULTY GROUP PRACTI	5/23/2008	$195.00	$68.25	FY-08-44-UTMB
158502	9604	UTMB FACULTY GROUP PRACTI	5/27/2008	$220.00	$77.00	FY-08-44-UTMB
158499	9604	UTMB FACULTY GROUP PRACTI	5/28/2008	$210.00	$73.50	FY-08-44-UTMB
158497	9604	UTMB FACULTY GROUP PRACTI	5/27/2008	$35.00	$12.25	FY-08-44-UTMB
158493	9604	UTMB FACULTY GROUP PRACTI	5/23/2008	$380.00	$133.00	FY-08-44-UTMB
158489	9604	UTMB FACULTY GROUP PRACTI	5/24/2008	$295.00	$103.25	FY-08-44-UTMB
				$17,309.65	$3,559.37	

Summary

UTMB AT GALVESTON	$2,917.12
UTMB FACULTY GROUP PRACTI	$642.25
	$3,559.37

DATE: July 29, 2008

AI#10332

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Indigent Health Care Program

ACCOUNT NUMBER: 8-1249-444-00-240-00X-8- XXX

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008- AID TO NONGOVT AGENCY	(3,559.37)
TO		
8-1249-444-00-240-003-8- 899	INDIGENT FY 2007-2008- CONTINGENCY	3,559.37
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund UTMB Faculty Group Practice and UTMB at Galveston in the amount of $3,559.37

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-10331 **7.C.**

Health Division - FY2009 Immunization Grant Contract
CC REGULAR

Date: 08/05/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached Immunization Grant Contract #2009-028609, Attachment #001, in the amount of $453,568.00 for the period 9/1/2008 to 8/31/2009.
2. Requesting authorization and approval of the attached Immunization Grant Budget and Salary Schedules for the period 9/1/2008 to 8/31/2009 (Acct #8-1293-441-00-340-012-9).
3. Requesting authorization and approval of the attached Immunization Grant Program Income Budget in the amount of $112,767.00 for the period 9/1/2008 to 8/31/2009 (Acct #8-1293-441-00-340-012-9).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1293-441-00-340-012-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $453,568.00 for the Immunization Grant and $112,767.00 for the Immunization PI Grant, FY 2009. Grant period is from 9-1-08 to 8-31-09.
Revenue account# 8-1293-334-10-340-012-9-000 Immunization Grant Revenues &
Revenue account# 8-1293-345-40-340-012-9-000 Immunization PI - Grant Revenues

Attachments

Link: Imm Contract
Link: Imm Sal.
Link: 10331 Imm Budget
Link: 10331 Imm PI Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 07:52 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/30/2008 10:29 AM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 04:11 PM	APRV
4	Mike Escaname		08/01/2008 05:12 PM	NEW

Form Started By: Dan Beltran

Started On: 07/28/2008 02:14 PM

Final Approval Date: 08/01/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-028609 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $453,568.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2009-028609-001 IMMUNIZATION BRANCH - LOCALS

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. -2009-028609-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000341350

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2008 THRU: 08/31/2009

SECTION I. STATEMENT OF WORK:

Contractor shall implement an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (up to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall plan and implement community-based activities to accomplish the required tasks as specified in the final, approved work plan (Exhibit A) and according to guidelines specified in the *DSHS Immunization Contractors Guide for Local Health Departments* (located at http://www.dshs.state.tx.us/immunize/providers.shtm#resources).

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this program attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm). Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster.

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/default.htm).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the DSHS Immunization Local Health Department (LHD) Contractor's Guide.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

- Contractor shall implement DSHS's new vaccine management system, the Pharmacy Inventory Control System (PICS), as the system becomes available throughout the state. Implementation will include using PICS in Contractor's clinics, promoting the use of the system in non-health department TVFC provider offices, and performing updates to the system on behalf of TVFC provider offices that submit monthly doses administered and vaccine accounting reports in hardcopy. Contractors shall notify providers of changes to PICS , and present updates and training on PICS to providers, as requested by DSHS , when PICS is implemented within the Contractor's service area.

Contractor shall not charge a fee for vaccines supplied through the TVFC program. All TVFC-supplied vaccines shall be used solely for purposes of this Program Attachment and shall not be sold.

In accordance with 25 TAC §1.91, Contractor shall not collect vaccine administration fees from Medicaid and Children's Health Insurance Program (CHIP) recipients. Vaccine administration fees collected from non-Medicaid patients shall not exceed those established in Section Two, Part Four of the TVFC Operations Manual. Fee schedules shall not be based on vaccine type, formulation, or dose in series.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

All equipment used by Contractor which is provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment loss, destruction, or other waste and may require (at its discretion) Contractor to replace or reimburse the DSHS Program. This provision does not waive any other remedies legally available to DSHS regarding contract breaches.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and

- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children 19 through 35 months of age in the Contractor's jurisdiction, who are included on the list that will be distributed to Contractor by DSHS at the start of each tri-annual reporting period (September 1, 2008, January 1, 2009, and May 1, 2009).

Contractor shall complete all required activities listed in the final, approved work plan, at attached Exhibit A.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, 100% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual,* (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor is required to complete and submit the following tri-annual reports, utilizing a format provided by the DSHS Program:

Report Type	**Reporting Period**	**Report Due Date**
Programmatic	9/1/08 – 12/31/08	1/30/09
Programmatic	1/1/09 – 4/30/09	5/30/09
Programmatic	5/1/09 – 8/31/09	09/30/09

Tri-annual reports should be submitted electronically to immunizationcontracts@dshs.state.tx.us, the Contract Management Unit in Austin, Texas.

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

SECTION III. SOLICITATION DOCUMENT:

NA

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to four (4) twelve month terms at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. SPECIAL PROVISIONS:

General Provision, **Funding** Article, Use of Funds Section, is revised to include:

Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY09 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current state travel regulations located at http://www.window.state.tx.us/comptrol/texastra.html.

For immunization activities performed under this Program Attachment, General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is replaced with the following paragraphs:

Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

SECTION VIII. BUDGET:

SOURCE OF FUNDS: CFDA #93.268 and STATE

2009-028609-001

Categorical Budget:

PERSONNEL	$353,791.00
FRINGE BENEFITS	$99,777.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$0.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$453,568.00
INDIRECT CHARGES	$0.00
TOTAL	$453,568.00
DSHS SHARE	$453,568.00
CONTRACTOR SHARE	$112,767.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $453,568.00

Financial status reports are due: 12/30/2008, 03/30/2009, 06/30/2009, 10/30/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature Date

_____

Print Name of Authorized Individual

2009-028609

Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

Organization Name

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
IMMUNIZATION GRANT EMPLOYEE SALARY SCHEDULE
8-1293-441-00-340-012-9

Term: 9/1/2008 - 8/31/2009

Slot #	Employee Name	Employee Title		Salary 9/1/2008 12/31/2008	Salary 1/1/2009 8/31/2009	Salary for 12 month Grant Period
012-G006		LVN		$ 8,957.33	$ 18,810.67	$ 27,768.00
012-G009		Asst TVFC Manager		$ 7,647.33	$ 15,906.67	$ 23,554.00
012-G007		LVN		$ 8,957.33	$ 18,810.67	$ 27,768.00
012-G010		Community Service Aide		$ 6,815.00	$ 14,312.00	$ 21,127.00
012-G011		Community Service Aide		$ 6,815.00	$ 14,312.00	$ 21,127.00
012-G012		Community Service Aide		$ 6,815.00	$ 14,312.00	$ 21,127.00
012-G002		TVFC Manager		$ 11,831.67	$ 24,846.33	$ 36,678.00
012-G008		LVN		$ 8,957.33	$ 18,810.67	$ 27,768.00
012-G013		Community Service Aide		$ 6,815.00	$ 14,312.00	$ 21,127.00
012-0001		TVFC Educator		$ 13,211.33	$ 27,743.67	$ 40,955.00
012-0003		ImmTrac/PICS Outreach		$ 9,117.33	$ 19,146.67	$ 28,264.00
012-0004		ImmTrac/PICS Outreach		$ 9,117.33	$ 19,146.67	$ 28,264.00
012-0005		ImmTrac/PICS Outreach		$ 9,117.33	$ 19,146.67	$ 28,264.00
	Immunization Salary			**$114,174.31**	**$239,616.69**	**$353,791.00**
	FICA		7.65%	$ 8,734.33	$ 18,330.68	$ 27,065.00
	Retirement		8.92%	$ 10,184.35	$ 21,373.81	$ 31,558.00
	Unemployment		0.50%	$ 570.87	$ 1,198.08	$ 1,769.00
	Worker's Comp.		3.27%	$ 3,733.50	$ 7,835.47	$ 11,569.00
	Health Insurance		$4,164/Yr.			$ 27,350.00
	Life Insurance		$33/Yr.			$ 466.00
	Imm. Fringe Benefit			**$ 23,223.05**	**$ 48,738.03**	**$ 99,777.00**
	Imm. Sal/FB			**$137,397.36**	**$288,354.72**	**$453,568.00**

DATE: July 28, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-012-9 (Immunization Grant Contract)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County,

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1293-441-00-340-012-9-113	Salaries - F/T Employees	$ 353,791.00
8-1293-441-00-340-012-9-220	FICA	$ 27,065.00
8-1293-441-00-340-012-9-230	Retirement	$ 31,558.00
8-1293-441-00-340-012-9-250	Unemployment Compensation	$ 1,769.00
8-1293-441-00-340-012-9-260	Worker's Compensation	$ 11,569.00
8-1293-441-00-340-012-9-211	Health Insurance	$ 27,350.00
8-1293-441-00-340-012-9-212	Life Insurance	$ 466.00
8-1293-334-10-340-012-9-000	Immunization Grant Revenues	453,568.00
	TOTAL BUDGET	$ 453,568.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement Immunization Grant Budget for the period 9/1/2008 - 8/31/2009

There are no areas in my current budget to reduce in order to fund the above mentioned items

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

DATE: July 28, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-012-9 (Immunization Grant Program Income)

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code. Chapter 111. Subchapter C

Honorable Commissioner's Court of Hidalgo County

would like to request the following amendments (increase) to my department budget in accordance with Local Government Code Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8 1293 441-00-340-012-9-211	Health Insurance	$ 19,053.00
8 1293-441-00-340-012-9-601	Office Supplies	$ 26,714 00
8 1293-441-00-340-012-9-603	Educational/Instructional Supplies	$ 20,000 00
8-1293-441 00-340-012-9-604	Chem. Drugs, Meds. lab Supplies	$ 20,000 00
8 1293-441-00-340-012-9-540	Advertising	$ 8,000 00
8 1293 441-00-340-012-9-550	Printing & Binding	$ 4,000 00
8 1293 441-00-340-012-9-581	Travel In County	$ 5,000.00
8-1293-441-00-340-012-9-583	Travel Out Of County	$ 10,000 00
8-1293-345-40-340-012-9-000	Immunization PI-Grant Revenue	112,767.00
	TOTAL BUDGET	$ 112,767 00

INCREASE REQUEST $

Revenue Account #

REASON Implement Immuniation Grant Budget for the period 9/1/2008 - 8/31/2009

There are no areas in my current budget to reduce in order to fund the above mentioned items

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO CLERK

AI-10328 **7.D.**

HUMAN SERVICES - PAUPER BURIALS
CC REGULAR

Date:	08/05/2008		
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.		
Submitted For:	Dairen Sarmiento		
Department:	HEALTH & HUMAN SERVICES DEPT.		
Agenda Area:	Health & Human Services Dept.	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Approval to pay Memorial Funeral Home in the amount of $2,045.00 for funeral and burial services for an identified but unclaimed body with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Invoice will be submitted to county auditor after commissioners court approval. Acct # 8-1100-444-00-240-002-0-345. Funding is available.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-444-00-240-002-0-345

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 7-29-08 $96,310.00

Attachments

Link: MEMORIAL FUNERAL HOME

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 07:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/29/2008 04:26 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 04:05 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 04:08 PM	APRV
5	Court Administrator	Angela Garcia	07/31/2008 04:13 PM	APRV

Form Started By: Dairen Sarmiento Started On: 07/28/2008 09:27 AM

Final Approval Date: 07/31/2008

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

OFFICE OF THE COUNTY AUDITOR

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: July 16, 2008

TO: MIRIAM G.

DEPARTMENT: HUMAN SERVICES

FROM: LYNDA J. LISCANO

PHONE: (956) 318-2511 EXT 4624

REFERENCE: MEMORIAL FUNERAL HOME

THE FOLLOWING DOCUMENT (S), **ORIGINAL INVOICE** i.e. IS/ARE BEING INCLUDED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED**

[ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**

[ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**

[ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**

[ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.**

[ ] **NEEDS APPROVAL OF:**

[ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):**

[ ] **NEEDS CORRECTION (S):**

[ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**

[X] **COMMENTS / RECOMMENDATION:** NEEDS TO BE APPROVED BY C.C. NOT A JOH N DOE THANK YOU LYNDA LISCANO Please send us copy when approved in order to process.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY DISTRICT JUDGES

RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

RENE GUERRA

July 3, 2008

Ray Eufracio
Administration Building
Edinburg, TX 78539

Ref.: Burial of John Doe - autopsy # A-08-23

This letter is in response to a request to clarify the burial of [redacted]. The decision to bury, as opposed to cremate, the remains of [redacted] was made in order to save the County money.

A body was discovered on January 23, 2008. On January 29, 2008, the decedent was identified as [redacted] a Mexican National. As [redacted] had no known relatives in the United States, the Mexican Consulate was informed. In accordance with Article 49.09(d) of the Texas Code of Criminal Procedure, which states in pertinent part that "a person commits an offense if the person cremates or directs the cremation of a body without obtaining a certificate from a justice of the peace," a request for cremation was made to Justice of the Peace Luis Garza. Judge Garza declined to sign the order for cremation.

In May, the County was notified by the Mexican Consulate that it had failed to locate any of the decedent's next of kin. Since no next of kin was located, decedent qualified for a pauper burial. As storage of the decedent cost the County $75.00 per day, and Judge Garza had still not signed the request for cremation, the decision was made to bury the decedent in order to prevent further storage expenses.

I hope this letter clarifies the matter and any outstanding financial obligations will be fulfilled.

Respectfully,

for /James Vasquez
Rene Guerra
Criminal District Attorney
Hidalgo County, Texas

attachment

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722. Vernon's Ann.C.C.P. art. 49.07.

Former Articles:

A former Chapter 49 was amended an designated as Subchapters A and B. For disposition of the subject matter of the former articles, see the Disposition Table in the preliminary material of this chapter.

Library References

Coroners ⇐9.1.
Westlaw Topic No. 100.

C.J.S. Coroners and Medical Examiners §§ 10 to 11, 14.

Research References

Encyclopedias

TX Jur. 3d Inquests § 10, Conduct of Proceedings.

Notes of Decisions

In general 1

forensic facility for an autopsy or to order an autopsy. Op.Atty.Gen. 1997, No. LO 97–101.

---

1. In general

A municipal judge has no authority either to require a body to be transferred to an approved

Art. 49.09. [969] [1059] [1024] Body disinterred or cremated

(a) If a body or body part subject to investigation under Article 49.04 of this code is interred and an authorized person has not conducted an inquest required under this subchapter, a justice of the peace may direct the disinterment of the body or body part in order to conduct an inquest.

(b) A person may not cremate or direct the cremation of a body subject to investigation under Article 49.04 unless the body is identified and the person has received from the justice of the peace a certificate signed by the justice stating that:

(1) an autopsy was performed on the body under Article 49.10 of this code; or

(2) no autopsy was necessary.

(c) An owner or operator of a crematory shall retain a certificate received under Subsection (b) of this article for a period of 10 years from the date of cremation of the body named on the certificate.

(d) A person commits an offense if the person cremates or directs the cremation of a body without obtaining a certificate from a justice of the peace as required by Subsection (b) of this article. An offense under this section is a Class B misdemeanor.

(e) If the body of a deceased person is unidentified, a person may not cremate or direct the cremation of the body under this article. If the body is

AI-10436 7.E.

UPL Supplemental Program
CC REGULAR

Date: 08/05/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Approval of schedule for repayment of escrow funds to the State of Texas in accordance with the settlement.

BACKGROUND

Settlement to State of Texas is $6,453,830.09 to be transfered in five quarterly installments of $1,290,766.02 to HHSC for restoration of the State's general revenue. Transfer schedule: 8/7/08; 10/9/08; 2/5/09; 4/9/09; 7/9/09

Fiscal Impact

Attachments

Link: e-mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/01/2008 01:02 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/01/2008 02:37 PM	APRV
3	Sergio Cruz	Sergio Cruz	08/01/2008 03:30 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 04:27 PM	APRV
5	Purchasing Department		08/01/2008 05:12 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 08/01/2008 10:42 AM

Final Approval Date: 08/01/2008

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Friday, August 01, 2008 2:11 PM
To: manuel.chapa@co.hidalgo.tx.us
Subject: Fw: Hidalgo UPL Schedule for GR Restoration

Steve, as part of the collaboration with the private hospitals in the Hidalgo UPL program, Hidalgo County proposes to transfer $6,453,830.09 to HHSC for restoration of the State's general revenue. In accordance with guidance from Tom Suehs and you, the County proposes to transfer the $6.5 million by August 31, 2009 in five installments. We propose the following schedule for the dollar amounts and approximate dates for transfer of the $6.5 million:

08/07/08: $1,290,766.02
10/09/08: $1,290,766.02
02/05/09: $1,290,766.02
04/09/09: $1,290,766.02
07/09/09: $1,290,766.01

_____
total: $6,453,830.09

The County proposes that these estimated payment dates would fluctuate to the extent HHSC alters its schedule for the private hospital UPL program, so that the timing of the transfers for GR restoration correlates to the timing for UPL payments to the hospitals. Please let us know if this schedule is acceptable to HHSC, and the County will present it to the Commissioners Court for approval. Stephen Crain at Atlas & Hall is the attorney for the Hidalgo County Commissioners Court and may be reached at (956) 632-8221 or scrain@atlashall.com if you have any questions about the schedule, or you may contact us, and we can facilitate discussions with County staff. Thank you again for your assistance with this program.

Jefferson M. Brinker, Attorney
GJERSET & LORENZ, LLP
Phone: (512) 899-3995
Cell: (512) 773-9344
Fax: (512) 899-3939

Caution: this communication may be subject to attorney-client privilege and/or attorney work product. Please do not forward this communication without permission. If you have received this communication in error, please contact us immediately.

AI-10340 **8.A.**

Delta Youth Agreement
CC REGULAR

Date: 08/05/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Estella Webber
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Delta Youth Center (Youth Services) in the amount of $40,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for program leaders, program coordinators, program supervisors (for direct services) and the purchase of minor recreational equipment and supplies to implement youth programs. The Delta Youth Center provides services in three locations that include the Delta Central Unit, Delta West and Delta North. (See the attached Exhibits)

Subrecipient: Delta Youth Center
Individual Funding amounts: Hidalgo County Precinct #1 (All Units) $30,000.00
City of Edcouch (Central Unit): $10,000.00

Total Agreement Amount: $40,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of $40,000.00 as of 07/29/08.

Attachments

Link: Agreement
Link: Delta Youth Center

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 11:07 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/29/2008 02:56 PM	APRV

3	Auditor's Office	Linda Fong	07/31/2008 04:17 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 05:02 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Angela Garcia Started On: 07/29/2008 10:46 AM

Final Approval Date: 08/01/2008

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the _____ day of_____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I
Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of_____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D "Records and Reports"** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E "Requests for Payments"** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600

SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a122/a122.html

http://www.whitehouse.gov/omb/circulars/a021/a021.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

http://www.whitehouse.gov/omb/circulars/a110/a110.html

Recipients and subrecipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

http://www.whitehouse.gov/omb/circulars/a087/a087-all.html

http://www.whitehouse.gov/omb/circulars/a133/a133.html

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the**

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY.**

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT.** The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY.**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:	If to **SUBRECIPIENT**:
COUNTY OF HIDALGO	_____
Urban County Program	_____
1916 Tesoro Blvd.	_____
Pharr, TX 78577	_____
Email: ucp@bizrgv.rr.com	_____
Phone # (956) 787-8127	_____
Fax # (956) 787-5291	_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII
Effective Date

The effective date of this agreement shall be the **1st day of July 2008**, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2009.**

Approved and signed this _____ day of _____ 200___.

_____
Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200___ .

(SEAL)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____
Witness:

_____
Diana R. Serna, UCP Director

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

_____
_____
_____
_____

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

_____
_____
_____

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

_____
_____
_____

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

_____
_____
_____

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

_____
_____
_____

Section VII List all of the locations with physical address where the service(s) will be provided.

_____
_____
_____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___- 200___ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Activity Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefits Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)
  - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month**. Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.

2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.

3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.

4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.

5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.

6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.

8. All reimbursements requests and reports must be originals signed with blue ink.

9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.

10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide positive alternatives for youth. Provide supervised programs for youth ages six (6) to eighteen (18) years of age in the community. Expand and enhance youth development services in the community. Collaborated effort with the Boys & Girls Clubs of America, City of Elsa, City of Edcouch, Edcouch Elsa Independent School District, Monte Alto ISD, Hidalgo County Precinct 1, and United Way of South Texas, business community, along with funding sources.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$30,000.00 Awarded By: Pct. 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for staff to include fringe benefits. Purchase of supplies.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Serve youth ages of six (6) to eighteen (18) years of age as registered club members. Involve youth in year round sports, fitness and recreation programs. Involve youth in year round Character & Leadership Development programs utilizing BGCA curriculum. Involve youth in year round Health and Life Skills programs. Involve youth in year round Education and Career Development programs. Involve youth in year round Arts programs.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As a result of CDBG funding we will continue to provided all of our regular program and in addition we will add new BGCA Preventive and Educational programs. We will also add more game room tournament. (tetherball, pool, ping pong, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

The services provided to youth ages 6(six)-18(eighteen) from the Delta Area community, through the Delta Youth Center. We will serve up to 350 during the year and during the summer months.

Section VII List all of the locations with physical address where the service(s) will be provided.

Most activities will be conducted at the Delta Youth Center, Delta Central Unit located 1/4 mile on Yellow Jacket from Hwy 107. Services will also be provided at the Delta West Unit is located at the Mario Leal Park at 700 NW Hidalgo Street. Services will be provided at Delta North site located in the Monte Alto Community Center in Monte Alto.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries: (1) Program Supervisor *(For direct services only)* Plus fringe benefits **Salaries: (2) Program Coordinator** Plus fringe benefits **Salaries: (1) Program Leader** Plus fringe benefits *(For all units)*	$ 29,955.95
Supplies T-shirts, Arts & Crafts, Balls	$44.05
TOTAL GRANT BUDGET:	**$30,000.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	**$3,098.90**	**Salaries & Supplies**
September	**$3,357.29**	**Salaries**
October	**$3,357.29**	**Salaries**
November	**$3,098.90**	**Salaries**
December	**$2,840.57**	**Salaries**
January	**$2,840.57**	**Salaries**
February	**$2,840.57**	**Salaries**
March	**$2,840.57**	**Salaries**
April	**$2,840.57**	**Salaries**
May	**$2,884.77**	**Salaries & Supplies**
TOTALS:	**$30,000.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200___ - 200___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	40	YOUTH DEVELOPMENT PROGRAMS IN CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS
September	50	"
October	50	"
November	50	"
December	30	"
January	30	"
February	30	"
March	30	"
April	20	"
May	20	"
Total:	350	

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Provide positive alternatives for youth. Provide supervised programs for youth ages six (6) to eighteen (18) years of age in this community. Expand and enhance youth development services in the community. Collaborated effort with the Boys & Girls Clubs of America, City of Elsa, City of Edcouch, Edcouch Elsa Independent School District, Monte Alto ISD, Hidalgo County Precinct 1, and United Way of South Texas, business community, along with funding sources.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

$10,000.00 Awarded By: City of Edcouch

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for staff to include fringe benefits. Purchase of minor Equipment and Supplies.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Serve youth ages of six (6) to eighteen (18) years of age as registered club members. Involve youth in year round sports, fitness and recreation programs. Involve youth in year round Character & Leadership Development programs utilizing BGCA curriculum. Involve youth in year round Health and Life Skills programs. Involve youth in year round Education and Career Development programs. Involve youth in year round Arts programs

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As a result of CDBG funding we will continue to provided all of our regular program and in addition we will add new BGCA Preventive and Educational programs We will also add more game room tournament. (tetherball, pool, ping pong, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

The services provided to youth ages 6(six)-18(eighteen) from the Delta Area community, through the Delta Youth Center. We will serve up to 350 during the year and during the summer months.

Section VII List all of the locations with physical address where the service(s) will be provided.

Most activities will be conducted at the Delta Youth Center, Delta Central Unit located 1/4 mile on Yellow Jacket from Hwy 107. Services will also be provided at the Delta West Unit is located at the Mario Leal Park at 700 NW Hidalgo Street. Services will be provided at Delta North site located in the Monte Alto Community Center in Monte Alto.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries: (1) Program Coordinator (Central unit) To include fringe benefits **Salaries: (1) Program Leader (Central unit)** To include fringe benefits	$ 9,720.80
Supplies & minor Equipment T-shirt, Arts & Crafts, Board Games, Balls.	$ 279.20
TOTAL GRANT BUDGET:	**$10,000.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200_8_ - 200_9_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	**$765.00**	**Salaries & Supplies**
September	**$1,250.00**	**Salaries**
October	**$1,250.00**	**Salaries**
November	**$1,250.00**	**Salaries**
December	**$1,793.00**	**Salaries**
January	**$625.00**	**Salaries**
February	**$732.00**	**Salaries**
March	**$732.00**	**Salaries**
April	**$732.00**	**Salaries**
May	**$871.00**	**Salaries & Supplies**
TOTALS:	**$10,000.00**	

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200_8_ - 200_9_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	40	YOUTH DEVELOPMENT PROGRAMS IN CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS
September	20	"
October	20	"
November	10	"
December	10	"
January	10	"
February	10	"
March	10	"
April	10	"
May	10	"
Total:	150	

AI-10361 **8.B.**

Approval of Closeout Contract Documents
CC REGULAR

Date: 08/05/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

Approval of Contract Closeout Documents for the 2006 EDAP Contract No. 726155. Approval of Project Completion Report, Certificate of Completion, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing and Fair Housing Activity Report.

BACKGROUND

UCP is requesting approval to closeout the 2006 EDAP Project Contract # 726155. The contract with ASAGO L.L.C. for sewer improvements, sanitary sewer yard lines connections and septic tank remediation for Colonia La Palma in the City of Weslaco's ETJ area in Pct. # 1 has been completed.

(Attached please find a copy of the Project Completion Report and the Certificate of Completion for your review).

Fiscal Impact

Attachments

Link: Completion Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/30/2008 09:52 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/31/2008 10:05 AM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 04:21 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 05:02 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV
Form Started By: Angela Garcia			Started On: 07/30/2008 09:46 AM	
Final Approval Date: 08/01/2008				

A1201

Project Completion Report

Contractor Name: **Hidalgo County** Contract No. **726155**

Start Date of Contract: **8-10-06** End Date of Contract: **8-09-08**

Financial Status:

	TXCDBG Funds				Other Funds
Activity	Current Budget	Drawn To-Date		Balance	Expenditures To-Date
1b. Sewer Facilities	423,400.00	423,400.00		-0-	160,468.00
17b. Rehab of Private Prop.	26,600.00	26,600.00		-0-	
Sewer Services					
30. Engineering Services	2,616.00	2,616.00		-0-	29,500.00
32. General Administration	47,384.00	34,294.08		13,089.92	
Total	$ 500,000.00	$ 486,910.08		$ 13,089.92	$ 189,968.00

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
1b. Sewer Facilities			
Single service sewer connections	133	133	0
6" to 12" PVC sewer lines at varying depths	7,597 LF	7,422 LF	2.3%
Trench Protection & shoring	0	7,253 LF	0
Manholes at varying depths	20	19	5%
Drop manhole	1	1	0
Street boring	128 LF	128 LF	0
Cut & replace pavement/caliche/Dr. way	136 LF	104 LF	23.5%
17b. Rehab. of Private Property (Sewer Service)			
4" PVC SS yardlines at varying depths	133	133	0
Households w/septic tank demolition	133	133	0

Do the locations in the current Performance Statement reflect the actual location of the work? Yes X No ☐

Additional Activity Information: (check all applicable categories)

- ☐ One-for-One Replacement
- ☐ Revolving Loan Fund
- ☐ Presidentially Declared Disaster Area
- ☐ Historic Preservation Area
- ☐ Brownfield Activity
  - No. acres remediated _____
- ☐ Multi-Unit housing (2+ units/structure)
- ☐ Special Assessment
- ☐ Favored Activity
- ☐ **X Colonia**
- ☐ Displacement
- ☐ Float Funded
  - Date funds to be received _____
  - Float principal balance _____
- ☐ Rental Housing

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

	Current Perf Statement			Actual Benefit		
Activity	**Total**	**Low/Mod**	**% L/M**	**Total**	**Low/Mod**	**% L/M**
1b. Sewer Facilities	532	532				
17b. Rehabilitation of Private Property	532	532	100 %	532	532	100 %
Sewer Services						
Totals	532	532	100 %	532	532	100 %

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	**Non-Hispanic**	**Hispanic Ethnicity**	**Total**
White		532	532
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
		Grand Total	532

Gender

Total Project Beneficiaries:	532	Male:	254	Female:	278

Activities on Private Property (First-time services and housing rehab):
Report the income level of each **household** benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	**No. of Owner-Occupied Units**	**No. of Rented Units**
Very Low (at or below 30% of the AMFI)	0	
Low (31-50% of the AMFI)	145	
Moderate (51-80% of the AMFI)	0	
Non-Low Moderate (above 80% of AMFI)	0	
Total	**145**	**0**
Percent Low/Mod	100 %	

Anticipated Outcome Units:

	Beneficiaries		**Beneficiaries**
1) Public Service	Sewer Fac.	**2) Public Facility or Infrastructure Improvement**	Private Prop.
a) new access		a) new access	
b) improved access		b) improved access	
c) no longer substandard	532	c) no longer substandard	532
Total	532	**Total**	532

Citizen Comment: Date of Final Public Hearing: 7/14/08 (Attach advertisement)

A public hearing was held on Monday, July 14, 2008 at 5:30 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See **Chapter 10: Civil Rights Requirements** for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County – City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County – City of Weslaco Proclamation – Fair Housing

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

a. The information contained in this report is accurate to the best of my knowledge;
b. All records related to contractor activities are available for review;
c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

A1202

Certificate of Expenditure

Contractor: Hidalgo County Contract No.: 726155

	ACTIVITY	To be Completed by Contractor			TXCDBG Use Only
		PAID COSTS (previously requested for draw)	UNPAID COSTS (incurred but not yet requested for draw)	TOTAL COSTS	Approved Costs
1a	Water Facilities				
1b	Sewer Facilities	423,400.00	0	423,400.00	
2	Solid Waste Disposal Facilities				
3	Other Public Utilities (Gas, etc.)				
4	Street Improvements				
5	Flood and Drainage Facilities				
6	Neighborhood/Community Centers				
7	Senior Centers				
8	Centers for the Handicapped/ Sheltered Workshops				
9	Parks, Playgrounds, etc.				
10	Fire Protection Facilities/Equipment				
11	Parking Facilities				
12	Pedestrian Malls and Walkways				
13	Specially Authorized Assistance to Privately Owned Utilities				
14	Specially Authorized Public Facilities and Improvements				
15	Public Services (limited to 15% of request)				
16	Interim Assistance				
17	Rehabilitation of Private Properties				
17a	Water Service				
17b	Sewer Service	26,600.00	0	26,600.00	
18	Rehabilitation of Public Residential Structures				
19	Public Housing Modernization				
20	Clearance/Demolition Activities				
21	Historic Preservation				
22	Removal of Architectural Barriers				
23	Code Enforcement				
24	Acquisition				
25	Relocation Payments & Assistance				
26	Economic Development Loan				
27	Economic Development Interest Subsidy				
28	Economic Development Loan Guarantee				
29	Special Activities by Local Development Corporations, etc.				
30	Engineering/Architectural Services (total for all construction accounts)	2,616.00	0	2,616.00	
31	Planning & Urban Environmental Design (not to exceed 16%)				
32	General Administration	47,384.00		34,294.08	
33	TOTALS	500,000.00	0	486,910.08	

Contractor: Hidalgo County Contract No.: 726155

COMPUTATION OF CONTRACT BALANCE		
	TO BE COMPLETED BY CONTRACTOR	TXCDBG USE ONLY
	AMOUNT	APPROVED AMOUNT
1. Total Paid Costs (from Line 33)	486,910.00	
2. Estimated Amount for Unsettled Third Party Claims	7,000.00	
3. Subtotal	493,910.08	
4. Total TXCDBG Grant Amount	500,000.00	
5. Unutilized Balance (Line 4 minus Line 3) *(This amount will be de-obligated by State)*	6,089.92	
6. TXCDBG Funds Received to Date	486,910.00	
7. Balance Payable (Line 3 minus Line 6) *	7,000.00	
* If Line 6 exceeds Line 3, enter the amount on Line 7 as a negative number and repay this amount to the Office by check		

UNPAID COSTS AND UNSETTLED THIRD PARTY CLAIMS

LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE CONTRACTOR'S CONTRACT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED.

$7,000.00 of unpaid cost to UCP Administration. This amount consists of payroll, mileage & eligible related activities. The correct amount will be included before it is processed & forwarded to the Judge for signature.

☐ Check if Continued on Additional Sheet (please attach)

REMARKS

NONE

☐ Check if Continued on Additional Sheet (please attach)

CERTIFICATION

It is hereby certified that all activities undertaken by the recipient with funds provided under the contract identified on Page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the contract agreement; that proper provision has been made by the recipient for the payment of all unpaid costs and unsettled third-party claims identified on Page 1 hereof, that the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified on Line 7 hereof, and that every statement and amount set forth in this instrument is to the best of my knowledge, true and correct as of this date.

Date	Typed Name and Title of Chief Elected Official	Signature
	Juan D. Salinas, III, Hidalgo County Judge	

ORCA APPROVAL

This Certificate of Expenditures is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of $_____, less $_____previously authorized for cancellation.

Date	Typed Name and Title	Signature

AI-10352 **8.C.**

HOME Homebuyer Assistance Program.
CC REGULAR

Date: 08/05/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

Requesting approval to increase the maximum purchase price from $84,645.00 to $190,152.00 under the HOME Homebuyer Assistance Program.

BACKGROUND

HUD program rules guiding the Administration of HOME dollars require that the maximum home purchase price of properties assisted through the HOME Homebuyer Assistance Program connot exceed 95% of the area median sales price. On June 3, 2008 the UCP submitted an agenda to the Hidalgo County Commissioners' Court, requesting that the purchase price be decreased from $102,125.00 to $84,645.00 based on recently released data from the Texas A&M Real Estate Center. Due to the drastic drop in the purchase price amount, the UCP submitted a request for clarification to HUD referencing HOMEfire Vol. 9 No. 3, which pertains to maximum purchase price amounts as listed on 203(b) limits authorized by the Economic Stimulus Act of 2008. As per HUD response, the UCP is able to utilize the "pre-stimulus" limit of $200,160.00 versus the new amount of $86,982.00. This clarification allows the UCP to accept 95% of $200,160.00 as the new purchase price limit for our area, which will be $190,152.00.

Fiscal Impact

Attachments

Link: response

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 03:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/30/2008 08:24 AM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 04:20 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 05:02 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV
Form Started By: Angela Garcia			Started On: 07/29/2008 02:57 PM	
Final Approval Date: 08/01/2008				

U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
One Alamo Center
106 South St. Mary's Street, Suite 405
San Antonio, Texas 78205

JUL 22 2008

Ms. Diana R. Serna
Director
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

SUBJECT: 95% Area Median Purchase Price

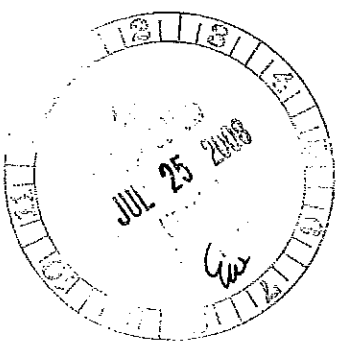
Dear Ms. Serna,

We are responding to your letter of July 10, 2008, in which you requested clarification regarding HOMEfires – Vol. 9, No. 3, issued March 2008. In your letter you requested clarification regarding the use of the actual 95% area median price or the higher pre-stimulus 203(b) limit for your area. You are correct that you may choose to use either the actual 95% of median price or the higher pre-stimulus 203(b) limit. This interim policy continues to remain in effect and may change once HUD issues the proposed rule noted in the HOMEfires.

Should you have any additional questions, please feel free to contact Ms. Marie Hettler, Sr. CPD Representative, at 210-475-6800, ext. 2294.

Sincerely,

for John T. Maldonado
Director
Office of Community Planning
and Development



URBAN COUNTY PROGRAM

1916 TESORO BLVD. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail ucp@bizrgv.rr.com

July 10, 2008

U.S. Department of Housing and Urban Development (HUD)
Community Planning and Development (CPD) Division
Marie Hettler
CPD Representative
106 S. St. Mary's Suite 405
San Antonio, TX 78205

RE: 95% Area Median Purchase Price

Dear Mrs. Hettler,

The Hidalgo County Urban County Program (UCP) is requesting clarification regarding the Single Family Mortgage Limits (203(b)) / 95% median purchase price / after-rehabilitation value limits.

24 CFR 92.254(a)(2)(iii)
Final Rule section 92.254(a)(2)(iii) states that "if the PJ intends to use HOME funds for homebuyer assistance or for rehabilitation of owner-occupied single-family properties, the PJ may use the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C.1709(b)) (which may be obtained from the HUD Field Office)".

HOMEfires –Vol. 9 No. 3, March 2008
This HOMEfire talks about the temporary 203(b) limits (expires January 2009) authorized by the Economic Stimulus Act of 2008 (Public Law 110-185) as the maximum purchase price or after-rehabilitation value limits. The Interim Policy states "PJs whose actual 95% of area median sales price is below the pre-stimulus 203 (b) limits may choose to continue to use the higher limit during this interim period".

Clarification
Based upon the attached spreadsheet, provided in the HOMEfire (see attachment #1), Hidalgo County's pre-stimulus limit was $200,160 and the actual 95% of median sales price is $86,982. Therefore, is it right to conclude that the UCP can utilize the $200,160 as it's 95% median purchase price/after-rehabilitation value limits resulting in limit of

$190,152? In addition, does the interim period expire January 2009 as indicated in the HOMEfire?

We certainly appreciate any assistance that you can provide. If you have any questions, feel free to reach me at (956) 787-8127.

Sincerely,

Diana R. Serna
Director

HOME Investment Partnerships Program
Purchase Price / After-Rehabilitation Value Limits

State Code	County Code	County Name	State	MSA Code	MSA Name	FHA Limits (pre-Economic Stimulus Act)				Median Price	95 Percent of Median Limits			
						1-unit	2-unit	3-unit	4-unit		95% median (1-unit)	2-unit	3-unit	4-unit
48	119	Delta County	TX	19100	Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	47,186	44,827	57,388	69,369	86,208
48	121	Denton County	TX	19100	Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	179,761	170,773	218,626	264,268	328,421
48	123	DeWitt County	TX	99999		200,160	256,248	309,744	384,936	79,293	75,328	96,437	116,569	144,867
48	125	Dickens County	TX	99999		200,160	256,248	309,744	384,936	31,040	29,488	37,751	45,632	56,710
48	127	Dimmit County	TX	99999		200,160	256,248	309,744	384,936	45,814	43,523	55,719	67,352	83,701
48	129	Donley County	TX	99999		200,160	256,248	309,744	384,936	62,486	59,362	75,996	91,861	114,161
48	131	Duval County	TX	99999		200,160	256,248	309,744	384,936	70,076	66,572	85,227	103,019	128,028
48	133	Eastland County	TX	99999		200,160	256,248	309,744	384,936	44,865	42,622	54,565	65,956	81,968
48	135	Ector County	TX	36220	Odessa, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	70,150	66,643	85,317	103,128	128,163
48	137	Edwards County	TX	99999		200,160	256,248	309,744	384,936	51,778	49,189	62,973	76,119	94,598
48	139	Ellis County	TX	19100	Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	129,589	123,110	157,607	190,510	236,757
48	141	El Paso County	TX	21340	El Paso, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	131,900	125,305	160,417	193,907	240,979
48	143	Erath County	TX	44500	Stephenville, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	100,167	95,159	121,824	147,256	183,004
48	145	Falls County	TX	99999		200,160	256,248	309,744	384,936	54,760	52,022	66,599	80,503	100,046
48	147	Fannin County	TX	14300	Bonham, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	84,309	80,094	102,537	123,943	154,031
48	149	Fayette County	TX	99999		200,160	256,248	309,744	384,936	101,116	96,060	122,978	148,651	184,737
48	151	Fisher County	TX	99999		200,160	256,248	309,744	384,936	42,425	40,304	51,597	62,369	77,510
48	153	Floyd County	TX	99999		200,160	256,248	309,744	384,936	61,673	58,589	75,007	90,666	112,676
48	155	Foard County	TX	99999		200,160	256,248	309,744	384,936	37,275	35,411	45,334	54,798	68,101
48	157	Fort Bend County	TX	26420	Houston-Baytown-Sugar Land, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	198,654	188,721	241,604	292,043	362,938
48	159	Franklin County	TX	99999		200,160	256,248	309,744	384,936	89,730	85,244	109,130	131,913	163,935
48	161	Freestone County	TX	99999		200,160	256,248	309,744	384,936	75,905	72,110	92,316	111,589	138,677
48	163	Frio County	TX	99999		200,160	256,248	309,744	384,936	55,031	52,279	66,929	80,902	100,541
48	165	Gaines County	TX	99999		200,160	256,248	309,744	384,936	65,061	61,808	79,128	95,647	118,865
48	167	Galveston County	TX	26420	Houston-Baytown-Sugar Land, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	178,152	169,244	216,669	261,903	325,481
48	169	Garza County	TX	99999		200,160	256,248	309,744	384,936	85,664	81,381	104,185	125,935	156,507
48	171	Gillespie County	TX	23240	Fredericksburg, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	187,458	178,085	227,987	275,583	342,483
48	173	Glasscock County	TX	99999		200,160	256,248	309,744	384,936	76,447	72,625	92,975	112,385	139,667
48	175	Goliad County	TX	47020	Victoria, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	78,718	74,782	95,737	115,724	143,817
48	177	Gonzales County	TX	99999		200,160	256,248	309,744	384,936	65,739	62,452	79,952	96,643	120,104
48	179	Gray County	TX	37420	Pampa, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	51,100	48,545	62,148	75,123	93,359
48	181	Grayson County	TX	43300	Sherman-Denison, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	84,157	79,949	102,352	123,720	153,754
48	183	Gregg County	TX	30980	Longview, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	110,358	104,840	134,218	162,238	201,622
48	185	Grimes County	TX	99999		200,160	256,248	309,744	384,936	79,971	75,972	97,261	117,566	146,106
48	187	Guadalupe County	TX	41700	San Antonio, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	127,836	121,444	155,475	187,933	233,554
48	189	Hale County	TX	38380	Plainview, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	87,155	82,797	105,998	128,127	159,231
48	191	Hall County	TX	99999		200,160	256,248	309,744	384,936	32,666	31,033	39,729	48,023	59,680
48	193	Hamilton County	TX	99999		200,160	256,248	309,744	384,936	73,601	69,921	89,514	108,201	134,468
48	195	Hansford County	TX	99999		200,160	256,248	309,744	384,936	67,637	64,255	82,260	99,434	123,572
48	197	Hardeman County	TX	99999		200,160	256,248	309,744	384,936	39,715	37,729	48,302	58,385	72,559
48	199	Hardin County	TX	13140	Beaumont-Port Arthur, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	141,707	134,622	172,345	208,325	258,896
48	201	Harris County	TX	26420	Houston-Baytown-Sugar Land, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	144,825	137,584	176,137	212,908	264,593
48	203	Harrison County	TX	32220	Marshall, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	103,285	98,121	125,616	151,840	188,700
48	205	Hartley County	TX	99999		200,160	256,248	309,744	384,936	131,749	125,162	160,234	193,685	240,703
48	207	Haskell County	TX	99999		200,160	256,248	309,744	384,936	41,477	39,403	50,445	60,976	75,778
48	209	Hays County	TX	12420	Austin-Round Rock, TX Metropolitan Statistical Area	218,595	256,248	309,744	384,936	230,100	218,595	279,849	338,272	420,389
48	211	Hemphill County	TX	99999		200,160	256,248	309,744	384,936	94,881	90,137	115,395	139,485	173,346
48	213	Henderson County	TX	11980	Athens, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	91,158	86,600	110,867	134,012	166,544
48	215	Hidalgo County	TX	32580	McAllen-Edinburg-Pharr, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	86,982	82,633	105,788	127,873	158,915
48	217	Hill County	TX	99999		200,160	256,248	309,744	384,936	102,607	97,477	124,791	150,843	187,461
48	219	Hockley County	TX	30220	Levelland, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	68,721	65,285	83,579	101,027	125,552
48	221	Hood County	TX	24180	Granbury, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	198,030	188,129	240,845	291,125	361,798
48	223	Hopkins County	TX	44860	Sulphur Springs, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	95,830	91,039	116,549	140,880	175,080
48	225	Houston County	TX	99999		200,160	256,248	309,744	384,936	78,751	74,813	95,777	115,772	143,877
48	227	Howard County	TX	13700	Big Spring, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	60,724	57,688	73,853	89,271	110,942
48	229	Hudspeth County	TX	99999		200,160	256,248	309,744	384,936	53,404	50,734	64,950	78,510	97,568
48	231	Hunt County	TX	19100	Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	71,962	68,364	87,521	105,792	131,473
48	233	Hutchinson County	TX	14420	Borger, TX Micropolitan Statistical Area	200,160	256,248	309,744	384,936	61,402	58,332	74,677	90,268	112,180
48	235	Irion County	TX	41660	San Angelo, TX Metropolitan Statistical Area	200,160	256,248	309,744	384,936	71,897	68,302	87,441	105,696	131,355

fha mortgage limits list

SUCCESS *Message:* **MORTGAGE LIMITS SUCCESSFULLY COMPLETED**

Mortgage maximums as of Wednesday April 26, 2006
(1 records were selected, 1 records displayed.)

MSA Name	MSA Code	Division	County Name	County Code	State	One-Family	Two-Family	Three-Family	Four-Family
MCALLEN-EDINBURG-MISSION, TX (MSA)	32580		HIDALGO	215	TX	$200,160	$256,248	$309,744	$384,936

Selection criteria

Sorted by:	County Code
State:	TX
County:	Hidalgo
County Code:	215
MSA Name:	
MSA Code:	
Last Revised:	

The current basic standard mortgage limits for FHA insured loans are:

One-family	Two-family	Three-family	Four-family
$200,160.00	$256,248.00	$309,744.00	$384,936.00

High cost area limits are subject to a ceiling based on a percent of the Freddie Mac Loan limits
The ceilings are currently:

One-family	Two-family	Three-family	Four-family
$362,790.00	$464,449.00	$561,411.00	$697,696.00

Section 214 of the National Housing Act provides that mortgage limits for Alaska, Guam, Hawaii, and the Virgin Islands may be adjusted up to 150 percent of the new ceilings. This results in new ceilings for these areas of:

One-family	Two-family	Three-family	Four-family
$544,185.00	$696,673.00	$842,116.00	$1,046,544.00

This is a listing of the FHA single family mortgage limits. This listing was downloaded from the Department's Computerized Home Underwriting Management System. Since mortgage limits are updated constantly, please contact the Homeownership Center if you believe this information is in error.

HUD plans to issue a proposed rule to address this issue. PJs and other interested members of the public will have the opportunity to comment on the policy that HUD proposes. HUD has issued instructions to its Field Offices regarding the appropriate limits for PJs to use in their HOME-funded homeownership projects until the issuance of a final rule. The guidance is explained below.

Interim Policy

In early February, 2008, FHA issued 203(b) mortgage limits based upon the methodology that existed before the passage of the Economic Stimulus Act (e.g., before the temporary increase in the 203(b) limits became law). PJs may continue to use these "pre-stimulus" limits as the after-rehabilitation value or purchase price limit for their HOME homeownership activities. HUD is attaching a spreadsheet containing these limits for each county in the U.S. For PJs' information, the spreadsheet also contains the actual 95% of median sales price for each area to inform them of how their actual 95% of median sales price compares to the pre-stimulus 203(b) limits. PJs whose actual 95% of area median sales price is below the pre-stimulus 203(b) limit may choose to continue to use the higher limit during this interim period. PJs whose actual 95% of area median sales price is higher than the pre-stimulus FHA "ceiling" may choose to use the higher 95% of area median sales price during this interim period. PJs that have previously obtained HUD Field Office approval of a PJ-determined 95% value limit using the methodology described in the HOME regulations at 24 CFR 92.254 (a)(2)(iii) may continue to use those locally-determined limits. **Again, PJs are not permitted to adopt the new FHA limits that have been temporarily increased by the Economic Stimulus Act.**

HOME 95% area median purchase price limits

Content updated April 9, 2008

Back to top

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
Find the address of a HUD office near you

Steve De La Garza

From: Saved by Windows Internet Explorer 7
Sent: Tuesday, May 13, 2008 11:41 AM
Subject: HOMEfires - Vol. 9 No.3 - Affordable Housing - CPD - March 2008 - HUD

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HOMEfires - Vol. 9 No. 3, March 2008



Q: Can Participating Jurisdictions (PJs) use the temporary Section 203(b) limits authorized by the Economic Stimulus Act of 2008 (Public Law 110-185) as the maximum purchase price or after-rehabilitation value limits for their HOME-assisted homeownership housing? If not, what limits should PJs use?

A. No. PJs cannot use the higher Section 203(b) limits approved for use in the Federal Housing Administration (FHA) Single Family Mortgage insurance program this year, because doing so would violate the HOME statute.

Background

Section 215(b) of the Cranston-Gonzalez National Affordable Housing Act requires that the value of homeownership units assisted with HOME funds not exceed 95 percent of the area median purchase price or after-rehabilitation for single family housing, as determined by the HUD Secretary. The HOME final rule at 24 CFR 92.254(a)(2)(iii) permits PJs to use the FHA Single Family Mortgage Limits under 203(b) of the National Housing Act (12 U.S.C. 1709(b)) as the 95% of median value limit for HOME-assisted homeownership housing. (This provision of the HOME final rule also permits a PJ to determine its own 95% of area median sales price using a prescribed methodology.)

Section 202 of the Economic Stimulus Act of 2008 (Public Law 110-185), enacted on February 13, 2008, authorizes HUD to temporarily increase the Section 203(b) limits up to 125 percent of the median single family house price for the area. Because the 203(b) limits recently issued by FHA for its single family mortgage program exceed 95 percent of median sales price, they cannot be used for the HOME Program. These temporary mortgage limits will expire in January 2009, if Congress does permanently increase them as part of planned FHA reform.

The annual 203(b) limits are based on 95% of area median sales prices, except that there are national floor and ceiling loan amounts for low- and high-cost areas which are percentages of conforming loan limits. Over time, statutory changes have increased the 203(b) floor, rendering the 203(b) limits a less than reliable surrogate for PJs' 95% of area median sales prices. The 2007 FHA single family loan limit floor was $200,050 – substantially more than 200% of the median sales price in many areas. The 2007 national FHA loan limit ceiling of $362,790 was far below the actual 95% of median sales price in many high cost areas. As a consequence of these changes, HUD must reconsider the appropriateness of the 203(b) limit's use as a purchase price or after-rehabilitation value limit for the HOME program.

court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very low-income and low-income families;

2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

4. Give prompt written notification to any rejected applicant of the grounds for any rejection.

§ 92.254 Qualification as Affordable Housing: Homeownership

a. *Acquisition with or without rehabilitation.* Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

1. The housing must be single-family housing.

2. The housing must be modest housing as follows:

i. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

ii. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

iii. If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for rehabilitation of owner-occupied single-family properties, the participating jurisdiction may use the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) (which may be obtained from the HUD Field Office) or it may determine 95 percent of the median area purchase price for single family housing in the jurisdiction, as

AI-10314 **9.A.**

Funeral Escorts
CC REGULAR

Date: 08/05/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Larry Gallardo
Department: BUDGET & MANAGEMENT
Agenda Area: Constables

Information

CAPTION

Discussion regarding funeral escorts.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/25/2008 08:25 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/25/2008 09:12 AM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 03:21 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 04:06 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	07/31/2008 04:13 PM	APRV

Form Started By: Monica Badillo — Started On: 07/24/2008 10:22 PM

Final Approval Date: 07/31/2008

AI-10392 **10.A.**

Approval of Title IV E Contract & Creation of Assistant District Attorney position in the D.A. Investigation Account

CC REGULAR

Date: 08/05/2008
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

1. Approval of the Title IV-E Child Welfare Services Renewal Contract - Contract #23381025.
2. Approval of the State of Texas Title IV-E County Legal Services Contract - Contract #23381024.
3. Approval for County Judge to sign the required documents.
4. Approval to create one (1) permanent full-time Assistant District Attorney position, slot no. 080-007-0085, in the D.A. Investigation fund (1223), budgeted at $49,100.00 per year with authority to pay $900.00 per year in Auto Allowance.
5. Approval of appropriation of funds for the D.A. Investigation fund (1223) in the amount of $31,326.95 to fund the salary, auto allowance, and related fringes for the position stated above.
6. Approval of revised salary schedule.

BACKGROUND

1. The Texas Department of Family and Protective Services office reimburses the county for some of the expense relating to the handling of the Title IV-E cases by the District Attorney's Office.
2. We have a need for an additional Assistant District Attorney in the Civil Section. The amount of Juvenile cases have increased. Last year we filed less than 1,000 Juvenile cases, we have now exceeded that number.
5. Funding for full-time Asst DA position is prorated for 13 pay periods.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1223-412-00-080-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $31,326.95 to fund one (1) full time Asst DA position including auto allowance and fringes prorated for 13 pay periods. Funds available in unreserved f/b as of 7-31-08.

Attachments

Link: 2282clive-IVE

Link: 2282cwivernwl-IVE

Link: 9007ICC-IVE

Link: 9007SCIVE-IVE

Link: 9105-IVE

Link: LETTER-IVE

Link: BA Form

Link: PAR

Link: Asst DA Job Descrpt.

Link: DA- Salary Schedule submitted by dept.

Link: Revised Salary Schedule

Link: LOT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 07:49 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/01/2008 09:08 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/01/2008 04:55 PM	APRV
4	Auditor's Office		08/01/2008 05:12 PM	NEW
Form Started By: Roy Cazares			Started On: 07/30/2008 04:33 PM	
Final Approval Date: 08/01/2008				

State of Texas Title IV-E County Legal Services Contract

Contract #23381024

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Hidalgo (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).

2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

   a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County shall ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

   b. The County shall comply with the following requirements:

      (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

      (ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;

      (iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;

      (iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

c. The County shall provide the money required as match for federal funds under this Contract. In addition, the County shall ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County shall be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

e. The County shall participate in DFPS' financial and statistical reporting systems.

f. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County shall prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County shall promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

g. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, shall be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County shall not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County shall immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County shall notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section shall be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section shall remain in full force and effect following termination of, or cessation of the Services required by this Contract.

h. The County shall adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

i. The County shall maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period

means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

j. The County shall submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

k. The County shall allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

l. The County shall not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*.);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq*.);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq*.); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and it's implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq*.) regarding minimum wages, overtime pay, recordkeeping, and child labor.

2. DFPS' Responsibilities:

a. DFPS shall provide the County with the child population rate each quarter; and

b. DFPS shall process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030IVE, which includes Attachments "A", "B", and "C" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County shall submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit

Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense shall not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract shall be in force effective September 1, 2008 through September 30, 2009. This Contract shall automatically renew for one fiscal year at a time through September 30, 2012, unless sooner terminated as described herein.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative

B. Designation of authorized signatory for the Contractor

C. Form 2047e, Certification Regarding Federal Lobbying

D. Copy of approved Indirect Cost Agreement

E. Other forms, as needed:

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract shall otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services	**Hidalgo County**
Signature	Signature
Printed Name: Georgina M. Morales	Printed Name: J.D. Salinas
Printed Title: CPS Regional Director	Printed Title: County Judge
Date	Date

Title IV-E Child Welfare Services Renewal

Contract #23381025 Renewal #2009.01

THIS RENEWAL ("Renewal") is entered into by and between the **Texas Department of Family and Protective Services**, ("Department"), and Hidalgo ("County").

I. Recitals

WHEREAS, the Department and the County entered into a contract ("Contract") for the provision of Title IV-E child welfare services through August 31, 2008;

WHEREAS, pursuant to the terms of the Contract, the Department and the County desire to renew the Contract;

WHEREAS, pursuant to the federal requirements regarding the principle of contemporaneous statistics set forth by the U.S. Department of Health and Human Services Division of Cost Allocation's Best Practices Manual, the Department and the County desire to modify the Contract to reflect the federal fiscal year (October – September) in lieu of Texas' fiscal year (September – August);

WHEREAS, pursuant to Section II, A of the Contract, the parties will ensure that budget documents contained in the Contract accurately reflect this Renewal and will modify budget documents as necessary; and

WHEREAS, the County is ready, willing, and able to provide the services requested and the Department desires that the Contractor do so.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

II. Effect of Renewal on Contract

A. Unless modified herein, the terms and conditions of the Contract remain in full force and effect.

B. Section III of the Contract is modified by deleting "This Contract shall automatically renew for one fiscal year at a time through August 31, 2012, unless sooner terminated as described herein []" and replacing it with the following: "This Contract shall automatically renew on a federal fiscal year basis through September 30, 2012, unless sooner terminated as described herein."

C. Pursuant to the terms and conditions of this Renewal, this Renewal shall be effective September 1, 2008 through September 30, 2009 to enable the Contract to include and eventually coincide with the federal fiscal year.

IN WITNESS WHEREOF, the parties have duly executed this Renewal to be effective September 1, 2008.

Texas Department of Family and Protective Services	**Hidalgo County**
Signature	Signature
Printed Name: Georgina M. Morales	Printed Name: J.D. Salinas
Printed Title: CPS Regional Director	Printed Title: County Judge
Date	Date

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Carey D. Cockerell

Date

Re: Internal Control Certification (ICC)

Dear DFPS Contractor:

The Texas Department of Family and Protective Services (DFPS) uses a risk-based contract monitoring system. The Internal Control Structure Questionnaires (ICSQs) are part of the monitoring program, representing basic fiscal monitoring tools. Identified contractors are required to submit an ICSQ and certify controls thereafter with an ICC.

ATTACHED IS A COPY OF A PREVIOUSLY SUBMITTED ICSQ FOR YOUR DFPS CONTRACT(S). WE ASK THAT YOU REVIEW CAREFULLY AND COMPLETE THE ATTACHED INTERNAL CONTROL CERTIFICATION (ICC). NOTE THAT IF THERE HAVE BEEN SIGNIFICANT CHANGES, A NEW ICSQ MAY BE REQUIRED.

Changes must be indicated if there have been any changes in the following: Chart of Accounts, List of State Contracts, Inventory Listing, Insurance Coverage, Names and Titles of Staff, Policies and Procedures, etc.

Mail the enclosed ICC to me at the following address by Date.

Name & Mail Code
Title
Mailing Address
City, State Zip Code

If you have any questions regarding the proper completion of the enclosed Certification, please feel free to contact me at Telephone Number.

Sincerely,

Name
Title

Enclosure: Internal Control Certification
Internal Control Structure Questionnaire

Internal Control Certification (ICC)

Contractor: _____

DFPS Contract Number(s): _____

Please note that an ICC can only be used to certify an ICSQ that is not older than four fiscal years (current and 1st three prior fiscal years).

1. Please initial and date next to the appropriate box after reviewing the applicable section of the ICSQ being certified:

   _____ **FINANCIAL POSITION -** Review for changes to accounting procedures and financial stability.

   _____ **GENERAL/ACCOUNTING CONTROLS -** Review for changes to allocations plans, if applicable; Chart of Accounts, information on contracts/programs administered; any changes to accounting system, etc.

   _____ **PERSONNEL -** Review for changes to personnel and payroll practices.

   _____ **TRAVEL -** Review for changes to travel policy.

   _____ **EQUIPMENT -** Review for changes to capitalization threshold and inventory.

   _____ **SUBCONTRACTORS -** Review for changes in procurement and/or monitoring procedures.

   _____ **RELATED PARTY TRANSACTIONS -** Review for changes of related parties in organization and updated lease information.

   _____ **ALLOCATION - This Section is specific to State Agencies and Universities only.** Review for updated allocation plans and person who certifies the plan, and updated Certification of Match funds procedure.

2. I have reviewed the Internal Control Structure Questionnaire and supporting documentation originally certified by our organization on _____, and re-certify one of the following:

   ☐ The ICSQ and supporting documentation remains true and accurate, with no exceptions.

   ☐ The ICSQ and supporting documentation remains true and accurate, with the exception of changes indicated on the attached documents. (Please indicate the applicable contract number, corresponding ICSQ number and how changed.)

Signature of Authorized Representative	Date
Printed/Typed Name	Title

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County Between $10,000 and $24,999

Form 9007SCIVE
February 2008

Contractor Name: _____ **DFPS Contract #:** _____

Current Contract Period: _____ **Contract Manager:** _____

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please describe the accounting system in place (i.e., accrual, cash, or modified accrual). _____ _____	
2.	Do you complete yearly financial statements (e.g., Balance Sheet, Income Statement, Other)? *If yes, please list the name of the person responsible for preparing the annual financial statements below and attach copy of your most "current" statements and mark it **ATTACHMENT#I-2**.* Person responsible for annual financial statements. _____ _____ *If no, please provide any manual or automated information maintained regarding your "current" financial position (i.e., assets versus liabilities) and mark it **ATTACHMENT #I-2**.*	☐Yes ☐No
3.	Are your accounting and financial system operations "audited" at regular intervals by an independent auditor (CPA, State Public Accountant, Office of State Auditor)? Note that this is not referring to compliance monitoring performed by State Contract Managers. If yes, how often and who audits your records? _____ _____ *Also, if yes, please provide a copy of your most current "audit" performed of your agency and mark it **ATTACHMENT #I-3**.*	☐Yes ☐No

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions "contracts," it is referring to all of your contracts with DFPS and with any other state agencies, as well as any grants you might have.)

1.	Do you have more than one contract with DFPS? *If yes, please attach a list of all of your DFPS contracts, including type of service, contract number, and dollar amount of contract. Mark this list **ATTACHMENT #II-1**.*	☐Yes ☐No
2.	Do you maintain contract files for each of your DFPS contracts?	☐Yes ☐No
3.	Do you maintain a separate general ledger account for: a. Deposits for each contract's funds? ..... b. Disbursement of each contract's funds? ..... *Please provide a copy of your chart of accounts, along with an explanation of how your accounting system identifies contract revenues and expenditures separately for each contract. Mark it **ATTACHMENT # II-3**.*	☐Yes ☐No ☐Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County Between $10,000 and $24,999

4.	Are billings submitted within the time frame specified in the DFPS contract?	☐Yes ☐No ☐N/A
5.	Do you authorize separate individuals to: a. Sign checks? Indicate name(s) and title(s). _____ b. Approve purchase orders and vouchers? Indicate name(s) and title(s). _____ c. Prepare checks? Indicate name(s) and title(s). _____ d. Record accounting transactions? Indicate name(s) and title(s). _____ e. Reconcile bank accounts to internal check registers? Indicate name(s) and title(s). _____ f. Maintain an inventory? Indicate name(s) and title(s). _____	 ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐Yes ☐No
6.	a. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department? b. What additional internal controls and approvals are in place within your organization to ensure payments made are valid and authorized? _____	☐Yes ☐No ☐N/A
7.	Are all checks pre-numbered and accounted for? If no, please explain. _____ _____	☐Yes ☐No
8.	Are voided checks marked “VOID” to prevent reuse and kept with canceled checks? If no, please explain: _____ _____	☐Yes ☐No
9.	Is the person receiving cash prohibited from signing checks, reconciling bank accounts, and accessing other accounting records? Indicate name and title below of person receiving cash. _____ _____	☐Yes ☐No
10.	Is the drafting of checks to “CASH” prohibited? If no, please explain: _____ _____	☐Yes ☐No
11.	Is the practice of signing blank checks prohibited? If no, please explain: _____ _____	☐Yes ☐No
12.	Are all disbursements approved prior to payment? If no, please explain: _____ _____	☐Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County Between $10,000 and $24,999

13.	Are all disbursements (excluding petty cash) made by check? If no, what other means do you use to make disbursements. _____ _____ Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____ _____	☐Yes ☐No ☐Yes ☐No
14.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register, etc.)? *If yes, please attach an explanation and mark it **ATTACHMENT #II-14**.*	☐Yes ☐No ☐N/A
15.	Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained with each disbursement and/or clearly referenced for easy location and retrieval? Please comment on where and how supporting records are kept and filed (e.g., filed by check number, month of payment, etc). _____ _____	☐Yes ☐No
16.	Are supporting documents marked when paid to prevent reuse or duplication of payment?	☐Yes ☐No
17.	Are invoices marked to identify allocation of payment?	☐Yes ☐No
18.	Are all bank accounts reconciled monthly? If not, how often? _____	☐Yes ☐No

II. B. SUBCONTRACTORS

19.	a. Do you subcontract DFPS contracted services? (If your agency as a whole does not utilize subcontractors, mark N/A and skip to Section II C.) b. If yes, what percentage of the work required by your contract do you estimate will be subcontracted? _____	☐Yes ☐No ☐N/A
20.	Do you maintain written contracts with all your subcontractors? If no, please explain: _____ _____	☐Yes ☐No ☐N/A
21.	Within your organization, who is responsible for negotiating subcontracts, prior to execution? Provide name(s) and title(s) below. _____ _____	
22.	Have all subcontracts for services under your DFPS contract (e.g., support services) been approved by your DFPS contract manager?	☐Yes ☐No ☐N/A

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County Between $10,000 and $24,999

II. C. TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

(This section pertains only to any **County Title IV-E Child Welfare Services Contracts** that the county may have with DFPS. Provide answers only as they relate to that contract. This section *does not* pertain to any **Title IV-E County Legal Services Contract** the county may have with DFPS.) For purposes of this Section the terms County and County Child Welfare Board are synonymous.

23.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	☐Yes ☐No ☐N/A
24.	If any administrative costs claimed under the contract are shared with other contracts (both DFPS and non-DFPS), has the county submitted a cost allocation plan to DFPS for review and approval? *If no, please describe your allocation process and mark as **ATTACHMENT #II-24**.*	
25.	Does the County Child Welfare Board have a process that DFPS Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? a). If yes, is the above policy a written (published) policy? *Attach a description of the process or a copy of the written policy and mark as **ATTACHMENT #II-25**.*	☐Yes ☐No ☐Yes ☐No ☐N/A
26.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, provide fiscal period and date of audit. _____	☐Yes ☐No
27.	Do the Region and the county conduct an annual review of the county Title IV-E contracts? If yes, provide date of last review. _____ **Note:** An annual review of the contract is specified in the contract.	☐Yes ☐No
28.	How does the Child Welfare Board pay for the supplemental child-care expenses? *Provide a description of the process and name and/or position of responsible person/staff and mark it as **ATTACHMENT #II-28**.*	
29.	What back-up documentation does the county maintain to support Title IV-E reimbursements? *Provide a description of the documentation and mark it as **ATTACHMENT #II-29**.*	
30.	Who maintains the documentation within the county (i.e., Child Welfare Board, County Auditor, Other)? Provide the name of the county Department or name and/or position of responsible person/staff. _____ _____	
31.	Who creates the County Title IV-E Claims Voucher (Quarterly Billing)? Provide the name and/or position of responsible person/staff. _____ _____	
32.	Does the county's bookkeeping process, including the preparation of the Quarterly Billing, exclude involvement by a DFPS staff bookkeeper or accountant? *If no, provide a description of the DFPS bookkeeper or accountant's role in the process and mark it **ATTACHMENT #II-32.*** **Note:** As per DFPS policy, DFPS staff cannot have any bookkeeping function in relation to Title IV-E CWB contracts.	☐Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County Between $10,000 and $24,999

33.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)? Provide the name and/or position of the responsible person/staff. _____ _____	
34.	How does the county insure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? _____ _____	
35.	Does the county have a process to insure that all expenditures claimed are allowable expenditures? *If yes, attach a short description of the process and mark it **ATTACHMENT #II-35**.*	☐Yes ☐No
36.	Does the county have a process to insure that all any raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? *If yes, attach a short description of the process and mark it **ATTACHMENT #II-36**.*	☐Yes ☐No
37.	How does the county know which children are IV-E eligible? Provide a description of the process and the name and/or position of responsible person/staff and mark it as ***ATTACHMENT #II-37**.*	
38.	If a person other than the County Judge or County Auditor has signature authority, has the county provided DFPS with a document clearly naming the persons authorized to act on behalf of the county on matters concerning the county Title IV-E contract? (i.e., Person authorized to sign vouchers, responsible County Child Welfare Board staff, etc).	☐Yes ☐No ☐N/A

CERTIFICATION

Signed by an individual legally responsible for the conduct of the contractor, such as a corporate officer, an association officer, or a government official. The administrator/director is authorized to sign only if he/she holds one of these positions.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT AND COMPLETE.

_____ _____

Signature Date

_____ _____

Printed/Typed Name Title

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County Between $10,000 and $24,999

Instructions for Submitting

A current "up- to-date" Internal Control Structure Questionnaire is required to be submitted with each new proposal to contract with DFPS. If you have never submitted an ICSQ, you will need to complete the attached ICSQ.

However, if you have other contracts/proposals with DFPS, you are only required to submit one ICSQ for those contracts that share or abide by the same controls. If you have submitted an ICSQ with a different proposal (within the past year), and same control structure applies to this contract, you may submit a copy of that ICSQ as long as it is current and applicable to this contract, and covers all sections on this ICSQ. If not all sections were covered, you will need to complete the applicable sections on this ICSQ and submit this ICSQ along with the "copy" of the previously submitted ICSQ.

No two-sided copies will be accepted. No pamphlets or books will be accepted. Responses must be typed or printed. Any response that requires an attachment should reference the attachment number in the response and the attachment must be clearly numbered.

Instructions for Completing

Every agency, organization, university, and/or other business entity should have internal controls in place. Internal controls basically ensure that assets (such as cash and equipment) are safeguarded, that expenditure transactions (such as purchases) are authorized, and that financial data are accurately recorded. Another way of saying this is that a system of internal controls assures that assets that belong to the business are received when tendered, are protected while in the custody of the business, and are used only for authorized business purposes.

A system of internal controls is not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur. In an effective system of internal controls, no one person should carry out all phases of a business transaction from beginning to end. For example, if one person were permitted to order supplies, receive the supplies, write a check to pay for the supplies, and record the transaction in the accounting records, there would be no protection against either fraud or errors.

Internal controls consist of the policies and procedures that a business develops and implements to minimize risk. To determine if a business has internal controls, numerous questions can be asked regarding the business' processes/procedures for handling cash receipts, cash disbursements, physical inventory, and file maintenance, etc. In addition, the ICSQ has questions that are specific to state and federal regulations/guidelines.

A system of internal controls frequently may be improved by physical safeguards (acting as compensatory controls). Computers help to improve the efficiency and accuracy of record keeping functions. Cash registers, safes, and pre-numbered business forms are very helpful in safeguarding cash and establishing responsibility for it. Any system of internal controls must be supervised with care if it is to function effectively.

The cost of a system of internal controls must be balanced against the benefit to be derived in preventing errors and losses.

The ICSQ has been divided into several sections, covering the below purposes as follows:

SECTION I: FINANCIAL POSITION (This section is self-explanatory.)

SECTION II: INTERNAL CONTROLS
This section mainly addresses Internal Controls as described below:

II. A. GENERAL/ ACCOUNTING CONTROLS

The general section basically addresses file maintenance and the contractor's responsibility to meet contract terms and/or state/federal regulations.

Accounting controls are concerned with the safeguarding of assets (cash and fixed assets) and the reliability of financial records. The objective sought in the control of cash receipts is to assure that all cash that is receivable by the business is collected and recorded without loss. The system of controlling cash payments should be designed to ensure that no unauthorized payments are made. Control is accomplished by division of responsibility to achieve independent verification of cash transactions without duplication of effort.

Number 2:
An element of a good file maintenance process is a systematic filing approach for the numerous documents that flow through a business. A systematic filing approach decreases the risk of losing documents, having documents that pertain to the same issues placed in several locations, and not knowing what changes have occurred related to similar issues. Therefore, a business should have contract files that include the information enumerated in Number 3.

Number 3:
The accounting system used must adequately identify the receipt and expenditures of funds separately for each contract and/or source of funds. Direct costs for each contract must be clearly identified by the accounting system (consider: How are travel expenses recorded when traveling for the DFPS contract?).

Separate general ledger account numbers for revenues and expenses incurred under the contract should be evident. For example:

400 - 699 Support and Revenue Accounts
401 DFPS revenue - DFPS Guardianship Services
402 DFPS revenue - STAR contract
403 DFPS revenue - DFPS Parenting Training

700 - 999 Expenses
700 - 709 Salaries
700 Salaries - DFPS Guardianship Services
701 Salaries - STAR contract
702 Salaries - DFPS Parenting Training

810 - 819 Supplies
811 Consumable Supplies - DFPS Guardianship Services
812 Consumable Supplies - DFPS Parenting Training
813 Consumable Supplies - Star Contract

Number 6:
This is good business practice. Authorized individuals for departments should be required to approve purchases made on behalf of their department.

Number 7:
This helps to control disbursements of checks.

Numbers 15:
If the supporting documents are not maintained with each disbursement, the supporting documents should be numbered, clearly referenced, and filed for easy retrieval. Work papers are necessary to provide documentation during monitoring visits and/or audits.

Number 16:
This procedure is a good business practice and aid in accurate record keeping, since it helps prevent the payment of the same document more than once.

Number 17:
This is extremely important if an invoice is allocated to more than one funding source.

II. B. SUBCONTRACTORS

Number 19:
This section must be completed if use of subcontractors is indicated on the current Form 2046 (Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts) on file.

Number 21:
These individuals should be qualified and or trained and hold an appropriate position that allows decision making at the level required as per the contractor's purchasing policy.

Number 22:
Any subcontract for direct services must either state or include all the terms and conditions of the prime contract for subcontractors, and contractor should be able to document prior approval of all subcontracts by a contract manager.

II.C. TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

This section captures county policy and procedure specific to any Title IV-E Child Welfare Services Contract the county may have with DFPS. This section helps DFPS contract staff to understand the county Child Welfare Board operations and is used in the determination of appropriate monitoring efforts.

Number 24:
If applicable, costs should be allocated in accordance with relative benefits or other equitable relationship.

Number 34:
All costs that are reported and/or billed as DFPS costs should be reconciled with the general ledger (the book or file that contains all or groups of the organization's accounts).

Number 35:
Contractors should know how to access or obtain copies of the Texas Administrative Code (TAC) and applicable Office of Management and Budget (OMB) Circulars.

Texas Dept of Family and Protective Services

Risk Analysis Questionnaire

Form 9105
May 2008

Contract Name: Hidalgo County

Contract Number: 23381024 & 23381025 FY 2009

Please provide the person's name and number to contact if additional information is needed: Albesa Luna

1. Do you currently have other client service contracts with DFPS or any other Governmental entity [federal, state (ISD, University) county]?

   Yes ☐ No ☐

   If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

Cost Reimbursement	Contractor is reimbursed for allowable costs.
Fee For Service	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
Rate Based Payments	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
Other	Any other payment type not defined above.

Contract Number	Payment Type	Contract Number	Payment Type

RAI Factor #3

2. Check the appropriate time period since your last audit (e.g., annual audit, compliance audit, single audit) was completed by an independent auditor, including other state/federal agency.

   ☐ Less than 1 year ☐ 1 year ☐ 2 years ☐ 3 or more years OR No Audit completed

RAI Factor #16

3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing (e.g., a building, a computer, a vehicle, etc.), leasing (e.g., a building, a computer, a vehicle, etc.), and/or obtaining a service (e.g., legal services, accounting services, banking services, etc.), even if the purchase/lease/service is provided at no charge from anyone related by blood or marriage to a member of your Board of Directors; a principal stockholder; or a key employee. See 40 TAC § 732.240 (g).

   Does your agency do business with any of the above-mentioned parties for the following?

Non-compensated services	☐ Yes ☐ No
Non-routine and non-recurring services	☐ Yes ☐ No
Consulting or Management services	☐ Yes ☐ No
Building/Leasing	☐ Yes ☐ No
Transportation	☐ Yes ☐ No
Labor	☐ Yes ☐ No
For-profit affiliated with non-profit	☐ Yes ☐ No
Owned/operated by same or related entity	☐ Yes ☐ No

RAI Factor #10

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year.

☐ 0% ☐ 20% or less ☐ 21% to 40% ☐ More than 40%

RAI Factor #8

5. Experience of key management staff: Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract (Section VIII).

Executive Director, President or Equivalent	☐ Less than 2 years with fiscal **or** programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal **or** programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal **and** programmatic components of federal and/or state contracted programs
Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)	☐ Less than 2 years with fiscal **or** programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal **or** programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal **and** programmatic components of federal and/or state contracted programs
Program Director, Program Coordinator or Equivalent	☐ Less than 2 years with fiscal **or** programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal **or** programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal **and** programmatic components of federal and/or state contracted programs

RAI Factor #6

6. Total Contractor Experience

Check the appropriate box below your total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

☐ 0 to 12 months ☐ 13 to 35 months ☐ 36 to 59 months ☐ 60 or more months

RAI Factor #7

7. Check the appropriate box below if there has been any significant change in direct delivery and billing staff in the appropriate periods:

☐ No significant change in last 2 years

☐ Significant change in direct delivery and billing staff within: ☐ Last 2 years ☐ Last 12 months

RAI Factor #7

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Carey D. Cockerell

July 2, 2008

The Honorable J.D. Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, TX 78540

Re: Change to Title IV-E Fiscal Year
Contract #23381024 & 23381025
Title IV-E County Legal & Child Welfare Services

Dear DFPS Contractor:

This letter serves as official notification that the term of Title IV-E County contracts will be adjusted to coincide with the federal fiscal year, October 1st through September 30th.

The US Department of Cost Allocation (DCA) requires DFPS to adhere to the principle of "actual statistics to actual costs" (or also known as contemporaneous statistics) in financial reports. In order to comply with this requirement during FY 2008, DFPS Office of Finance undertook a project to meet the required reporting of federal funds on the federal quarter.

Beginning in Fiscal Year 2010, Title IV-E County contracts timeframes will mirror the federal fiscal year, October through September. All financial Title IV-E County contracts will be renewed for thirteen months on September 1, 2008 covering September 1, 2008 to September 30, 2009. These contracts will then be automatically renewed for twelve month periods, October 1, 2008 through September 30, 2009.

We value your continued partnership in service to the children of Texas and thank you in advance for your efforts to implement this change. Should you have questions, please contact your assigned contract manager.

If you have any questions regarding the proper completion of the enclosed ICSQ or ICC, please feel free to contact me at (956) 316-8270.

Respectfully,
Albesa Luna
Albesa Luna
CPS Contract Specialist

DATE: March 20, 2007
DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY
DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE
ACCOUNT NUMBER: 8-1223-412-00-080-007-0- D.A. INVESTIGATION FUND

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1223-412-00-080-007-0-113	Perm. F/T employees	$24,550.00
8-1223-412-00-080-007-0-220	FICA	$1,879.00
8-1223-412-00-080-007-0-211	Health Insurance	$2,082.00
8-1223-412-00-080-007-0-212	Life Insurance	$16.50
8-1223-412-00-080-007-0-230	Retirement	$2,155.50
8-1223-412-00-080-007-0-250	Unemployment	$122.75
8-1223-412-00-080-007-0-260	Workers Comp.	$71.20
8-1223-412-00-080-007-0-118	Auto Allowance	$450.00
TOTAL BUDGET INCREASE REQUEST		$31,326.95

REASON: New Assistant D.A. slot, pro-rated for 13 pay periods.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

ERRA
EY

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED:05/01/2000

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office

DATE: July 31, 2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0085

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Assistant District Attorney

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 49,100.00 (Proposed Budgeted Salary) $ 49,100.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other 8-1223-412-00-080-007-0-113

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☒
Non-Exempt	☐	Non-Exempt	☐
N/A	☒		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

An additional assistant is need in our Civil Section to handle the increase of Juvenile cases that our office is having to prosecute. In 2007 1,000 Juvenile cases were filed all year. This year we have already exceeded that amount.

NEW POSITION: Brief job description and attach a copy of the new job description.

Job Description Attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

07/31/2008

1. DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	XX YES	NO
2. HUMAN RESOURCES DIRECTOR	DATE 8/1/2008	PERSONNEL PROCEDURES COMPLETED	✓ YES	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/1/08	BUDGET PROCEDURES COMPLETED	✓ YES	NO
4. COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County District Attorney's Office
Job Description

Job Title: **Assistant District Attorney (Appeals Section)**

Exempt: **Yes**
Salary Level: $49,100.00 Annual Auto Allowance: $900.00

Summary: Research and prepare appellate briefs on felonies, misdemeanors, juvenile, bond forfeitures, and other type of criminal cases to include government procedures and other research issues that arise. Screens and charges various cases (including complex or sensitive cases and/or cases involving major crimes) for which the District Attorney's Office has responsibility; and/or prepares investigates and litigates various cases filed with the District Attorney's Office, including cases involving major crimes.

Essential Duties and Responsibilities:
Other duties may be assigned.

- Screening and preparation of felony files for presentation to grand jury.
- Screening and preparation of misdemeanor files for filing of criminal complaints.
- Screening and preparation of juvenile files for filing of petition.
- Screening and preparation of child welfare cases for filing.
- Screening and preparation of forfeiture files within the 30 day limitation for filing.
- Interview with relatives of mental patients to determine if person can be committed.
- Interviews with person assaulted and determine if a protective order can be filed on behalf of victim.
- Direct peace officers from all agencies in Hidalgo County on the extent and quality of their criminal investigation.

- Drafts and prepares legal criminal indictments for all felonies presented to the Grand Jury.
- Does legal research on abnormal and unusual criminal situations that arise frequently.
- Reads and understands all current reported criminal cases in legal texts to keep current on law changes.
- Visits various crime scenes to determine if evidence is legally sufficient.
- Presents felony cases to the Grand Jury.
- Subpoenas witnesses before the Grand Jury.
- Sets and/or recommends bond amounts for all criminal cases presented to the Grand Jury.
- Responds to correspondence or phone calls from persons making inquiries or requesting information.
- Negotiates with defense attorneys and victims regarding pleas.
- Research and prepare appellate briefs on felonies, misdemeanors, juvenile, bond forfeitures, etc..
- Work on responses for Writs.
- Research different issues pertaining to procedures of law or county government.
- May draft final orders, temporary orders, motions to modify further temporary orders, motions to appoint attorneys, motions regarding service of process, or other court documents applicable to prosecution of assigned cases.
- Tries felonies, misdemeanors, juveniles, forfeitures, protective orders, mental cases and Class C ticket violations in their respective courts.
- Review incoming cases.
- Prepares and files responses to post conviction writs.
- Assists the District Attorney in formulating department policies and procedures.
- Assures and unit's policies and procedures are properly discharged in keeping with department's established mission goals and objectives.

- Screen and reviews complex or sensitive cases to determine the legal and factual sufficiency of the case and directs the gathering of additional information.

- Confers with District Attorney, defense attorneys, investigators, law enforcement officials, probation authorities, victims, witnesses (including expert witnesses) and other parties concerning assigned cases.

- Assists subordinate attorneys with jury trials, revocations, examining hearing, juvenile hearing, family matters and civil actions including forfeitures. Responds to questions of colleagues, etc.

- Is available, on a rotating basis, 24 hours a day to assist law enforcement agencies by answering legal questions, assisting with crime scene work and advising law enforcement on legal issues.

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:
Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Window products.

Education and/or Experience:
J.D. or L.L.B. degree from an accredited law school.

Language Skills:
Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management, public groups, and/or boards of directors.

Mathematical Skills:
Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:
Ability to define problem(s), collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Certificates, Licenses, Registrations:
License from the Texas State Bar to practice law in the State of Texas.

License to practice in Federal District Court is preferred.

Texas Operator's Drivers License. Attorneys use their own private vehicle and not a county car.

Other Skills and Abilities:

- Thorough knowledge of judicial principles and of criminal and civil law and procedures, including constitutional as well as statutory law.
- Ability to analyze and appraise facts, procedures and legal precedents affecting complex court cases in area of specialty.
- Ability to present facts and precedents effectively in court and writing in complex or sensitive cases.
- Familiarity with general investigative techniques.
- Ability to train, motivate, supervise and develop subordinate professionals.
- Excellent judgment and management abilities.
- Ability to conduct complex legal research and to apply negotiating skills.
- Ability to try major cases, including managing relationships with the public and the media.
- Ability to establish and maintain effective working relationships with other county employees and officials, court personnel, other attorneys and the general public.
- Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Family Code, child abuse and neglect, and/or business ethics and public law.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit. The employee is required to use hands to finger, handle, or feel objects, tools, or controls. The employee is

occasionally required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl; and talk or hear.

- The employee must occasionally lift and/or move up to 15 pounds and occasionally lift and/or move up to 100 pounds. Employee carries and or moves evidence, briefcase, etc. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is occasionally exposed to fumes or airborne particles.

- The noise level in the work environment is usually moderate.

- Must have a clear criminal record and must submit to a drug test.

District Attorney's Office
2008 Investigation Fund
8-1223-412-00-080-007-0
Department No.: 080

W/COMP. 0.29%
INV. 4.56%

SLOT	JOB TITLE	SUPPLEMENT	Auto Allowance (118)	SOCIAL SECURITY 7.65%	INSURANCE $4,164.00	LIFE INSURANCE $33.00	RETIREMENT 8.78%	UNEMPLOYMENT 0.50%	COMPUTER 1.60%	TOTAL
1	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
2	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
3	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
4	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
5	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
6	ASSISTANT DISTRICT ATTORNEY	$3,500.00		$267.75			$307.30	$17.50	$10.15	$4,102.70
7	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
8	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
9	ASSISTANT DISTRICT ATTORNEY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
11	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
12	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
13	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
14	ASSISTANT DISTRICT ATTORNEY	$1,000.00		$76.50			$87.80	$5.00	$2.90	$1,172.20
15	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
16	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
17	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
18	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
19	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
20	ASSISTANT DISTRICT ATTORNEY	$4,500.00		$344.25			$395.10	$22.50	$13.05	$5,274.90
21	ASSISTANT DISTRICT ATTORNEY	$4,500.00		$344.25			$395.10	$22.50	$13.05	$5,274.90
22	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
23	ASSISTANT DISTRICT ATTORNEY	$3,500.00		$267.75			$307.30	$17.50	$10.15	$4,102.70
24	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
25	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
26	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
27	ASSISTANT DISTRICT ATTORNEY	$3,500.00		$267.75			$307.30	$17.50	$10.15	$4,102.70
29	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
30	ASSISTANT DISTRICT ATTORNEY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
31	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
32	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
33	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
34	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
35	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
36	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
37	ASSISTANT DISTRICT ATTORNEY	$1,156.00		$88.43			$101.50	$5.78	$3.35	$1,355.06
38	ASSISTANT DISTRICT ATTORNEY	$3,176.00		$242.96			$278.85	$15.88	$9.21	$3,722.91
39	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
40	ASSISTANT DISTRICT ATTORNEY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
41	ASSISTANT DISTRICT ATTORNEY	$1,824.00		$139.54			$160.15	$9.12	$5.29	$2,138.09
42	ASSISTANT DISTRICT ATTORNEY/$680.00 OUT OF THE $5,000)	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
43	ASSISTANT DISTRICT ATTORNEY	$1,676.00		$128.21			$147.15	$8.38	$4.86	$1,964.61
44	ASSISTANT DISTRICT ATTORNEY	$3,236.00		$247.55			$284.12	$16.18	$9.38	$3,793.24
45	CRIMINAL INVESTIGATOR	$2,744.00		$209.92			$240.92	$13.72	$125.13	$3,333.69
46	CRIMINAL INVESTIGATOR	$4,500.00		$344.25			$395.10	$22.50	$205.20	$5,467.05
47	CRIMINAL INVESTIGATOR	$4,000.00		$306.00			$351.20	$20.00	$182.40	$4,859.60
48	CRIMINAL INVESTIGATOR	$4,000.00		$306.00			$351.20	$20.00	$182.40	$4,859.60
49	CRIMINAL INVESTIGATOR	$4,500.00		$344.25			$395.10	$22.50	$205.20	$5,467.05

50	PERSONNEL DIRECTOR	$2,000.00		$153.00			$175.60	$10.00	$5.80	$2,344.40
51	ADMINISTRATIVE ASSISTANT	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
52	ADMINISTRATIVE ASSISTANT	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
53	SECRETARY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
54	ADMINISTRATIVE ASSISTANT	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
55	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
56	ADMINISTRATIVE ASSISTANT	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
57	ACCOUNTANT	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
58	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
59	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
60	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
61	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
62	ADMINISTRATIVE ASSISTANT	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
63	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
64	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
65	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
66	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
67	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
68	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
69	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
70	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
71	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
72	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
73	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
74	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
75	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
76	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
77	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
78	SECRETARY	$5,000.00		$382.50			$439.00	$25.00	$14.50	$5,861.00
79	SECRETARY	$4,000.00		$306.00			$351.20	$20.00	$11.60	$4,688.80
80	SECRETARY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
81	SECRETARY	$3,000.00		$229.50			$263.40	$15.00	$8.70	$3,516.60
T82	CARPENTER-Temp F/T, object code 121	$41,760.00		$3,194.64	$4,164.00	$33.00	$3,666.53	$208.80	$5,052.96	$58,079.93
T83	CLERK TYPIST-Temp P/T, object code 122	$3,150.00		$240.98				$15.75	$13.23	$3,419.96
T84	CLERK TYPIST-Temp P/T, object code 122	$3,150.00		$240.98				$15.75	$13.23	$3,419.96
85	ASSISTANT DISTRICT ATTORNEY	$49,100.00	$900.00	3756.15				245.5		
	Approval to create one full-time Asst DA position, budgeted at $49,100.00 per year with authority to pay $900.00 in Auto Allowance per year pending CC approval.									
	GRAND TOTAL	$426,472.00	$900.00	$32,625.11	$4,164.00	$33.00	$32,580.12	$2,132.36	$6,877.49	$451,782.43

Federal Minimum wage to raise to $5.85 an hour effective July 24, 2007, to $6.55 an hour one year later and then to $7.25 a year after that.

DEPT OF BUDGET MANAGEMENT
2008 SALARY SCHEDULE

DA Investigation HB 65-1223-412-00-080-007-0-

AI 10392

SalSlot	SalObj	SalTitle	SalBdg	SalAdjusted	SalTotAdj	Sall	SalIncAmt	SalInc	SalBudApp	SalActual	SalLong	SalInt	SalSupp	SalAuto	SalClo	SalTotCom
0001	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0002	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0003	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0004	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0005	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0006	113	ASST D.A.	$0.00	$3,500.00	$3,500.00	0	$0.00	$0.00	$3,500.00	$3,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,500.00
0007	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0008	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0009	113	ASST D.A.	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0012	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0013	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0014	113	ASST D.A.	$0.00	$1,000.00	$1,000.00	0	$0.00	$0.00	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
0015	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0016	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0017	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0019	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0020	113	ASST D.A.	$0.00	$4,500.00	$4,500.00	0	$0.00	$0.00	$4,500.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,500.00
0021	113	ASST D.A.	$0.00	$4,500.00	$4,500.00	0	$0.00	$0.00	$4,500.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,500.00
0022	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0023	113	ASST. DA	$0.00	$3,500.00	$3,500.00	0	$0.00	$0.00	$3,500.00	$3,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,500.00
0024	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0025	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0026	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00

DA Investigation HB 65-1223-412-00-080-007-0- AI 10392

SalSlot	SalObj	SalTitle	SalBdg	SalAdjusted	SalTotAdj	Sall	SalIncAmt	SalInc	SalBudApp	SalActual	SalLong	SalInt	SalSupp	SalAuto	SalClo	SalTotCom
0027	113	ASST D.A.	$0.00	$3,500.00	$3,500.00	0	$0.00	$0.00	$3,500.00	$3,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,500.00
0029	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0030	113	ASST D.A.	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0031	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0032	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0033	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0034	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0035	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0036	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0037	113	ASST D.A.	$0.00	$1,156.00	$1,156.00	0	$0.00	$0.00	$1,156.00	$1,156.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,156.00
0038	113	ASST D.A.	$0.00	$3,176.00	$3,176.00	0	$0.00	$0.00	$3,176.00	$3,176.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,176.00
0039	113	ASST. DA	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0040	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0041	113	ASST D.A.	$0.00	$1,824.00	$1,824.00	0	$0.00	$0.00	$1,824.00	$1,824.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,824.00
0042	113	ASST D.A.	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$680.00
0043	113	ASST D.A.	$0.00	$1,676.00	$1,676.00	0	$0.00	$0.00	$1,676.00	$1,676.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,676.00
0044	113	ASST D.A.	$0.00	$3,236.00	$3,236.00	0	$0.00	$0.00	$3,236.00	$3,236.00	$0.00	$0.00	$0.00	$900.00	$0.00	$4,136.00
0045	113	CRIMINAL INVESTIGATOR	$0.00	$2,744.00	$2,744.00	0	$0.00	$0.00	$2,744.00	$2,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,744.00
0046	113	CRIMINAL INVESTIGATOR	$0.00	$4,500.00	$4,500.00	0	$0.00	$0.00	$4,500.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,500.00
0047	113	CRIMINAL INVESTIGATOR	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0048	113	CRIMINAL INVESTIGATOR	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,000.00
0049	113	CRIMINAL INVESTIGATOR	$0.00	$4,500.00	$4,500.00	0	$0.00	$0.00	$4,500.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,500.00
0050	113	PERSONNEL DIRECTOR	$0.00	$2,000.00	$2,000.00	0	$0.00	$0.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0051	113	ADMINISTRATIVE ASSISTANT	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0052	113	ADMINISTRATIVE ASSISTANT	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00

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SalSlot	SalObj	SalTitle	SalBdg	SalAdjusted	SalTotAdj	Sall	SalIncAmt	SalInc	SalBudApp	SalActual	SalLong	SalInt	SalSupp	SalAuto	SalClo	SalTotCom
0053	113	SECRETARY	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0054	113	ADMINISTRATIVE ASSISTANT	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0055	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0056	113	ADMINISTRATIVE ASSISTANT	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0057	113	ACCOUNTANT	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0058	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0059	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0060	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0061	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0062	113	ADMINISTRATIVE SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0063	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0064	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0065	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0066	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0067	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0068	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0069	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0070	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0071	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0072	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0073	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0074	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0075	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0076	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0077	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00

DEPT OF BUDGET MANAGEMENT
2008 SALARY SCHEDULE

DA Investigation HB 65-1223-412-00-080-007-0- AI 10392

SalSlot	SalObj	SalTitle	SalBdg	SalAdjusted	SalTotAdj	Sall	SalIncAmt	SalInc	SalBudApp	SalActual	SalLong	SalInt	SalSupp	SalAuto	SalClo	SalTotCom
0078	113	SECRETARY	$0.00	$5,000.00	$5,000.00	0	$0.00	$0.00	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,000.00
0079	113	SECRETARY	$0.00	$4,000.00	$4,000.00	0	$0.00	$0.00	$4,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0080	113	SECRETARY	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000.00
0081	113	SECRETARY	$0.00	$3,000.00	$3,000.00	0	$0.00	$0.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T082	121	CARPENTER	$0.00	$41,760.00	$41,760.00	0	$0.00	$0.00	$41,760.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T083	122	CLERK TYPIST	$0.00	$3,150.00	$3,150.00	0	$0.00	$0.00	$3,150.00	$3,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,150.00
T084	122	CLERK TYPIST	$0.00	$3,150.00	$3,150.00	0	$0.00	$0.00	$3,150.00	$3,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,150.00
0085	113	ASST. DA	$0.00	$49,100.00	$49,100.00	0	$0.00	$0.00	$49,100.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$0.00
			$0.00	$377,372.00	$377,372.00		$0.00	$0.00	$377,372.00	$313,292.00	$0.00	$0.00	$0.00	$900.00	$0.00	$314,192.00

Approval to create one (1) full time Asst. DA position, slot no. 0085, budgeted at $49,100.00 with authority to pay auto allowance in the amount of $900.00 per year, pending CC approva

DEPT OF BUDGET MANAGEMENT
2008 SALARY SCHEDULE

DEPT OF BUDGET MANAGEMENT
2008 SALARY SCHEDULE

DEPT OF BUDGET MANAGEMENT
2008 SALARY SCHEDULE

DEPT OF BUDGET MANAGEMENT
2008 SALARY SCHEDULE

a

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 8/1/2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 10392

C.C. Date: 8/5/2008

Dept: District Attorney's Office

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

RECEIVED
AUG - 1 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: Esther Cortez

Title: Directora

Date: 8/1/2008 **Time:** 1:24 pm

AI-10355 **11.A.**

BF Proclamation

CC REGULAR

Date: 08/05/2008
Submitted By: Margarita Gonzalez, WIC
Submitted For: oth
Department: WIC
Agenda Area: WIC

Information

CAPTION

Approval of proclamation declaring the month of August 2008 as"World Breastfeeding Awareness Month" in the County of Hidalgo along with the State of Texas.

BACKGROUND

BF Proclamation letter

Fiscal Impact

Attachments

Link: BF Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/30/2008 07:43 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/31/2008 10:21 AM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 02:50 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
5	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV

Form Started By: Margarita Gonzalez — Started On: 07/29/2008 03:59 PM

Final Approval Date: 07/31/2008

STATE OF TEXAS {}

PROCLAMATION

COUNTY OF HIDALGO {}

Proclaiming August 2008 as "World Breastfeeding Awareness Month" in the County of Hidalgo & the State of Texas

All major health organizations agree-breastfeeding is the best method for both babies and moms. Breast milk helps infants form strong immune systems to fight many illnesses such as ear infections, incidences of diarrhea, and upper respiratory diseases. Breastfed infants have a decreased risk of several chronic diseases later in life including obesity and diabetes, Mothers who breastfeed experience many positive physical effects including decreased risk of breast cancer, ovarian cancer, and osteoporosis. However, even with evidence-based research, many moms still never even try to breastfeed. Those that do initiate breastfeeding often stop because of lack of support from family, friends, healthcare providers, and other members of the community.

The Texas Department of State Health Services joins a worldwide campaign every August to raise awareness of the importance of breastfeeding for optimal infant and maternal health, as well as the social and economic benefits it provides to the family and society. This year's theme *Surround Yourself with Loving Support,* **encourages breastfeeding mothers and pregnant women intending to breastfeed to seek out family and community members who will support them in their efforts to breastfeed. This includes immediate and extended family members, friends and neighbors, healthcare providers, hospitals, employers, child care providers, and the Special Supplemental Nutrition Program for Women, Infants and Children**

Encouraging mothers to breastfeed their infants and encouraging the community to support breastfeeding are important steps in health promotion in Texas. The benefits for the state include not only healthier Texans, but also a significant reduction in health care costs now and in the future.

Texas is committed to increasing public support and acceptance of breastfeeding as the infant feeding norm. I encourage the entire Texas community to support our breastfeeding moms-in the hospital, home, workplace, and in public.
Resolved that Hidalgo County together with Texas Governor, Rick Perry designate August 2008 as Breastfeeding Awareness Month.

PASSED AND APPROVED BY THE COUNTY OF HIDALGO ON THIS THE 5th DAY OF AUGUST, 2008, A.D.

ATTEST:

Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

J. D. Salinas, County Judge

AI-10390 **12.A.**

Membership Dues
CC REGULAR

Date: 08/05/2008
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval of 2008 membership dues for the United States Deputy Sheriff's Association for Academy Instructors, Sgt. Victor Valdez, Sr. Deputy Tom Wilemon, Sr. Deputy Jesse Brown and Deputy Antonio Zarzoza in the amount of $80.00 ($20.00 each person)

BACKGROUND

The United States Deputy Association (USDSA) is a nonprobit organization formed to serve county law enforcement personnel.
Among the membership benefits we provide is an economic disaster aid assistance program for families of officers who are killed in the line of duty.

Fiscal Impact

FISCAL YEAR: 08 **ACCT. #:** 1100-421-00-280-001-0-
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Attachments

Link: Membership Dues

Form Routing/Status

Form Started By: Virginia Rodriguez Started On: 07/30/2008 04:22 PM
Final Approval Date: 08/01/2008

Membership Application

The United States Deputy Sheriffs' Association (U.S.D.S.A.) is a nonprofit, 501(c)(3) organization formed in 1995 to serve county law enforcement personnel.

Among the membership benefits we provide is an economic disaster aid assistance program for families of officers who are killed in the line of duty. In addition, you will also be mailed a copy of The Deputy Sheriff Magazine. Our quarterly publication will keep you up to date with the latest in law enforcement news from around the country as well as benefits awarded by the U.S.D.S.A..

To join, simply fill out the application below and either mail or fax the completed form back to us by using the address or fax number provided at the bottom of this page.

Your Name

Your Rank

Department Name

Dept. Address

City State Zip

Dept. Phone

E-mail Address

Beneficiary's Name

Relationship to You

Preferred Mailing Address if Different From Above

Address

Address

City State Zip

YOUR SIGNATURE:

(YOUR SIGNATURE IS REQUIRED--- You MUST sign this application to qualify)

FAX TO: (281) 994-2634

Questions?

Call Our Membership TOLLFREE Hotline: (866) 933-7889

U.S.D.S.A. LIFETIME MEMBERSHIP FEE: $20

This one-time fee of $20 will apply to new members only. No fee applies to current members. Please be sure to complete payment information below.

METHOD OF PAYMENT

○ **Check for $20 enclosed**
Made payable to U.S.D.S.A.

Mail to:
1304 Langham Creek, Suite 324,
Houston, TX 77084

○ **Charge my account $20**
○ Visa ○ Mastercard
○ Discover ○ American Express

Account No.

Exp. Date

Name on Account:

Billing Address

Address

City

State Zip

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JESSE BROWN*, do hereby state that my membership in the *UNITED STATES DEPUTY SHERIFF'S ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: DEPUTY

Before me Elva Perez, a Notary Public, appeare Jesse J. Brown and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELVA PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2010

Elva Perez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *VICTOR VALDEZ*, do hereby state that my membership in the *UNITED STATES DEPUTY SHERIFF'S ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: V. Valdez

TITLE: SERGEANT

Before me Elva Perez, a Notary Public, appeare Victor Valdez and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC
STATE OF TEXAS
ELVA PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2010

Elva Perez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *TOM WILEMON*, do hereby state that my membership in the *UNITED STATES DEPUTY SHERIFF'S ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: DEPUTY

Before me Elva Perez, a Notary Public, appeare Tom Wilemon and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELVA PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2010

Elva Perez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANTONIO ZARZOZA*, do hereby state that my membership in the *UNITED STATES DEPUTY SHERIFF'S ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: J.A. Zarzoza

TITLE: DEPUTY

Before me Elva Perez, a Notary Public, appeare Juan Antonio Zarzoza and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELVA PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2010

Elva Perez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-10424 **13.A.**

Interlocal Agreement - Sugar Road
CC REGULAR

Date: 08/05/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization to enter in an Interlocal Agreement between the County of Hidalgo and the City of Edinburg for the Sugar Road Reconstruction between Trenton Road 1/4 mile north of Owassa Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** various
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will come from various C.O. accounts
See A.I. 10343

Attachments

Link: interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/01/2008 07:40 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/01/2008 07:46 AM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 04:22 PM	APRV
4	Purchasing Department		08/01/2008 05:12 PM	NEW

Form Started By: Sandra Garcia — Started On: 07/31/2008 04:28 PM

Final Approval Date: 08/01/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF EDINBURG

This Agreement is made on this the _____ day of _____, 2008 by and between the HIDALGO COUNTY hereinafter referred to as "County", and CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is engaging in a project referred to as the "Sugar Road Reconstruction" consisting of an approximate one mile section of road, from Trenton Road to ¼ mile north of Owassa (the "Project") which will improve traffic areas both within and surrounding Edinburg; and

WHEREAS, a portion of the project located from Trenton Road to Owassa Road lies within Edinburg City limits, and the area from Owassa Road to ¼ mile north of Owassa Road lies within the County; and

WHEREAS, County has agreed to assist Edinburg by partially funding the construction costs of the Project; and

WHEREAS, the total estimated construction cost of the project is $2,742,000.

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants hereinafter, agree as follows:

1. County agrees to provide funding to the City of Edinburg as provided below for a total amount of $550,000 to be allocated to the costs and expenses related to and connected with the construction of the project as outlined above.

2. The funds shall be provided to the City of Edinburg in two allotment payments. The first payment amount in the amount of $450,000 is to be provided 30 days from the date of signing of this agreement. The second payment shall be in the amount of $100,000 to be provided to the City of Edinburg by no later than 30 days after January 1, 2009.

3. Edinburg shall maintain accurate records of all costs and expenses and amounts related to and connected with the reconstruction of the road. Edinburg shall

provide County with a statement of all expenses and costs incurred and paid by Edinburg connected with the reconstruction of said Project.

4. Edinburg agrees that it shall comply with all applicable and appropriate procedures prescribed by the state and federal bidding requirements for the Project. County agrees that Edinburg shall have the discretion to determine and pay for all expenses and costs in connection with the construction of the Project and agree to remit to above captioned funds in accordance with the provisions set forth in numbered paragraph two (2) above.

5. Nothing in this Agreement shall be construed so as to require the City Council of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

6. No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Edinburg and not otherwise.

8. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

Hidalgo County
Attention: County Judge
J.D. Salinas
2nd Floor
P.O. Box 1358

Edinburg, Texas 78540

With copy to:

Hidalgo County Commissioner, Precinct 4
Oscar Garza, Jr.
1102 N. Doolittle
Edinburg, Texas 78540

If to Edinburg:

City of Edinburg
Attention: City Manager
Juan J. Rodriguez
210 W. McIntyre
Edinburg, Texas 78539

With copy to:

City of Edinburg
Attention: City Engineer
Isael Posadas, P.E., C.F.M.
210 W. McIntyre
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

10. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. This Agreement shall not be assignable.

13. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

14. The execution and performance of the Agreement by County and Edinburg have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Edinburg in accordance with its terms.

15. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

Approved by Commissioner's Court on:

_____

By:_____
J. D. Salinas, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

CITY OF EDINBURG

By:_____
Joe Ochoa, Mayor

APPROVED AS TO FORM

By: _____
Ric Gonzalez, City Attorney

AI-10365 **14.A.**

Membership Dues for Arturo Guajardo, Jr.
CC REGULAR

Date: 08/05/2008
Submitted By: Lil Hernandez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Area: County Clerk

Information

CAPTION

Approval to pay the 2008 membership dues to the County & District Clerks' Association of Texas in the amount of $110.00 for Arturo Guajardo, Jr. with authority for County Treasuer to issue check after review, audit, and processing procedures are completed by the County Auditor (requisition no. 136104).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in requisition #136104 $110.00 for the Co. & District Clerk's Association of Texas as of 7-30-08.

Attachments

Link: Membership Dues for Arturo Guajardo, Jr.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/30/2008 10:31 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/30/2008 01:47 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 04:23 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 05:02 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Lil Hernandez — Started On: 07/30/2008 10:10 AM

Final Approval Date: 08/01/2008

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, Jr., do hereby state that my membership in the County & District Clerks' Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 7/21/08

TITLE: Hidalgo County Clerk

Before me Delia S. Rodriguez, a Notary Public, appeared Arturo Guajardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Treasurer
Joyce Hudman
County Clerk
Brazoria County

111 E. Locust, Ste 200
Angleton, TX 77515
979-864-1370

July 2, 2008
Association Dues for July 2008 - June 2009
Payable within 30 Days of this Statement

Scale of Dues

Counties with Population:	Less than 20,000	$	80.00
	20,000 - 50,000	$	85.00
	50,000 - 100,000	$	95.00
	100,000 and Over	$	110.00
Employees & Retired Clerks	Associate Members	$	45.00
Election/Court Admin.	Affiliate Members	$	45.00
Vendors & Employees	Corporate Members	$	125.00
	AMOUNT PAID	$	110.00

HIDALGO COUNTY BUDGET OFFICE
2008 JUL 10 AM 10 43

IMPORTANT NOTICE

Please list below all current information and **return this copy** with your dues payment to the above address. Thank you for your prompt attention!

County Hidalgo District _____ County Clerk Combo _____

Deputy County/District Clerk _____ Associate _____ Affiliate _____ Corporate _____

Name: Arturo Guajardo, Jr.

Company Name: Hidalgo County Clerk

Address: 100 N. Closner

City: Edinburg, TX 78539

Phone: 956-318-2149 Fax 956-318-2105

MAKE CHECKS PAYABLE TO: CDCA

Requisition

Req # 00136104

PO #

Date: 07/16/08

Bill To: x
x

Vendor : 230995
COUNTY & DISTRICT CLERKS' ASSOC OF T
BRENDA HUDSON, TREASURER
119 S. MAXWELL
TULIA TX 79088

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **LIL HERNANDEZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS - ASSOCIATION DUES FOR JULY 2008 - JUNE 2009	110.00	110.00
		Account No	Encumbrance	
		8-1100-415-40-180-001-0-810	110.00	
			Freight	.00
			Total	110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: DLC

AI-10371 **15.A.**

discussion of the third-call border colonia access program applications CC REGULAR

Date: 08/05/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Colonia Access Program **Purchasing only:** CAP

Information

CAPTION

Discussion/notification of TxDOT's approval of Border Colonia Access Program Applications - Third Call

BACKGROUND

Additional documents will be added to this item at a later date after TXDOT meets (possibly will be added by Friday).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Application for "Third Call" of funding the Border Colonia Access Program

Attachments

Link: Copy of selected colonias jul08 third call
Link: draft
Link: order
Link: agenda

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/30/2008 02:07 PM	APRV
2	Dale Kennan	Dale Kennan	07/30/2008 03:40 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 02:51 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
5	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV

Form Started By: Marcie Jackson Started On: 07/30/2008 01:10 PM

Final Approval Date: 07/31/2008

POPULATION-ALLOCATED

No.	County	TWDB ID#	Colonia Name	Project Description	Project Length	Requested Project Cost	Total Score	Eligible Project Cost	Precinct No.	Total By Precinct
1	HIDALGO	M1080790	Village Grove #2	Repaving	0.26	$42,408	90	$42,408	1	
2	HIDALGO	M1080461	Mid-Valley Estates	Repaving & Drainage	0.52	$234,851	82.83	$234,851	1	
3	HIDALGO	M1080687	South Palm Gardens Estates #1	Repaving	0.15	$58,759	82.38	$58,759	1	
4	HIDALGO	M1080804	Wes-Mer Subdivision	Repaving & Drainage	0.23	$89,676	80.66	$89,676	1	
5	HIDALGO	M1080063	Balli Estates	Repaving	1.15	$536,612	80.61	$536,612	1	
6	HIDALGO	M1080855	Ash County	Repaving & Drainage	0.22	$130,305	79.46	$130,305	1	
7	HIDALGO	M1080319	High Point Subdivision	Repaving	0.32	$121,187	75.13	$121,187	1	
8	HIDALGO	M1080932	Indian Hills East	Repaving	2.96	$1,260,219	72.68	$1,260,219	1	
9	HIDALGO	M1080148	Chapa North	Repaving & Drainage	0.25	$85,771	71.9	$85,771	1	
10	HIDALGO	M1080149	Chapa South	Repaving & Drainage	0.25	$75,878	70.27	$75,878	1	
11	HIDALGO	M1080688	South Palm Gardens Estates #2	Repaving	0.12	$48,602	58.41	$48,602	1	
12	HIDALGO	M1080896	McKee #1	Repaving & Drainage	0.24	$122,874	46.98	$122,874	1	
13	HIDALGO	M1080215	De Anda Subdivision	Paving & Drainage	0.12	$64,325	97.65	$64,325	1	
14	HIDALGO	M1080387	La Mesa Subdivision	Repaving & Drainage	0.32	$209,981	90	$209,981	1	
15	HIDALGO	M1080185	Colonia Whalen Road	Repaving & Drainage	0.22	$124,803	79.76	$124,803	1	**$3,206,251**
16	HIDALGO	M1080891	Los Encinos #2	Repaving & Drainage	0.23	$217,905	86.69	$217,905	2	
17	HIDALGO	M1080454	McColl Estates	Paving Drainage	0.24	$181,298	76.43	$181,298	2	
18	HIDALGO	M1080937	Aldamas Subdivision 1 & 2	Repaving & Drainage	0.61	$515,849	73.4	$515,849	2	
19	HIDALGO	M1080940	Sundown's Retirement Center	Repaving & Drainage	0.22	$209,766	72.51	$209,766	2	
20	HIDALGO	M1080262	Esperanza Estates	Repaving & Drainage	0.24	$202,343	72.14	$202,343	2	
21	HIDALGO	M1080900	Morningside South	Repaving & Drainage	0.46	$360,784	69.3	$360,784	2	
22	HIDALGO	M1080596	Rancho Escondido	Repaving & Drainage	0.56	$452,822	67.67	$452,822	2	
23	HIDALGO	M1080154	Citriana Village	Repaving & Drainage	0.68	$485,670	66.81	$485,670	2	
24	HIDALGO	M1080413	Las Milpas Subdivision	Paving & Drainage	0.25	$189,758	97.15	$189,758	2	
25	HIDALGO	M1080890	Los Encinos #1	Repaving & Drainage	0.09	$84,660	90	$84,585	2	**$2,900,780**
26	HIDALGO	M1080397	La Suena	Repaving & Drainage	0.47	$357,599	90	$357,599	3	
27	HIDALGO	M1080600	Randolph Barnett #1	Repaving & Drainage	0.12	$92,104	90	$90,610	3	
28	HIDALGO	M1080606	Regal Estates	Repaving & Drainage	0.24	$191,729	90	$191,110	3	
29	HIDALGO	M1080348	Jardin Terrace Subdivision	Repaving & Drainage	0.28	$186,851	85.13	$185,510	3	
30	HIDALGO	M1080055	Ariel Hinojosa Subdivision	Repaving & Drainage	0.25	$145,802	81.94	$145,802	3	
31	HIDALGO	M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,601	78.93	$133,601	3	
32	HIDALGO	M1080111	Blue Star Enterprises #2	Repaving & Drainage	0.41	$287,214	77.58	$287,214	3	
33	HIDALGO	M1080082	Basham #18	Repaving & Drainage	0.25	$167,207	77.42	$167,207	3	
34	HIDALGO	M1080079	Basham #14	Repaving & Drainage	0.38	$247,251	74.83	$247,251	3	
35	HIDALGO	M1080380	La Homa Grove Estates	Repaving & Drainage	0.24	$155,226	73.33	$155,226	3	
36	HIDALGO	M1080324	Hilda Subdivision #2	Repaving & Drainage	0.24	$182,949	72.4	$182,020	3	
37	HIDALGO	M1080234	Dude Hill #1	Repaving & Drainage	0.12	$88,764	69.33	$88,335	3	
38	HIDALGO	M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,940	50.26	$90,150	3	
39	HIDALGO	M1080591	Ramon Leal Subdivision	Paving & Drainage	0.15	$86,118	94.4	$86,118	3	

No.	County	TWDB ID#	Colonia Name	Project Description	Project Length	Requested Project Cost	Total Score	Eligible Project Cost	Precinct No.	Total By Precinct
40	HIDALGO	M1080587	Ramirez Subdivision	Repaving & Drainage	0.1	$78,428	90	$76,910	3	
41	HIDALGO	M1080588	Ramirez Subdivision #2	Repaving & Drainage	0.1	$71,767	90	$70,560	3	
42	HIDALGO	M1080589	Ramirez Subdivision #3	Repaving & Drainage	0.14	$66,122	90	$66,122	3	
43	HIDALGO	M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$896,462	89.39	$698,613	3	**$3,319,958**
44	HIDALGO	M1080882	La Flor Estates	Paving & Drainage	0.19	$91,967	93	$91,967	4	
45	HIDALGO	M1080406	Las Brisas	Repaving & Drainage	0.26	$236,061	90	$177,500	4	
46	HIDALGO	M1080883	La Flor Gardens	Paving & Drainage	0.19	$91,965	89.4	$91,965	4	
47	HIDALGO	M1080274	Foster Subdivision	Paving & Drainage	0.19	$155,518	85.16	$111,108	4	
48	HIDALGO	M1080886	Laborsita	Paving & Drainage	0.11	$60,024	80.93	$60,024	4	
49	HIDALGO	M1080401	Lakeview Subdivision	Paving & Drainage	0.71	$449,143	79.79	$377,400	4	
50	HIDALGO	M1080300	Hacienda De Los Vegas	Paving & Drainage	0.25	$112,510	79.18	$112,510	4	
51	HIDALGO	M1080329	Hoehn Drive Subdivision	Repaving & Drainage	1.6	$457,023	77.3	$457,023	4	
52	HIDALGO	M1080752	Trenton Terrace	Repaving & Drainage	0.27	$357,393	71.65	$275,840	4	
53	HIDALGO	M1080657	Seminary Village Subdivision	Repaving & Drainage	0.27	$216,578	71.14	$171,400	4	
54	HIDALGO	M1080844	Colonia Esperanza #1	Paving & Drainage	0.3	$104,724	89.92	$104,724	4	**$2,031,461**
						$11,966,146		**$11,458,450**		**$11,458,450**
			COMPETITIVE							
58	HIDALGO	M1080220	Delta West Subdivision	Paving & Drainage	0.76	$355,569	88.00	$355,569	1	
59	HIDALGO	M1080228	Diaz Subdivision	Repaving & Drainage	0.13	$64,595	86.60	$64,595	1	
57	HIDALGO	M1080465	Miller Resub Lot A	Paving, Repaving & Drainage	0.16	$137,003	88.25	$137,003	2	
55	HIDALGO	M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$896,462	89.39	$197,849	3	
56	HIDALGO	M1080470	Monica Acress	Paving & Drainage	0.15	$108,698	88.75	$108,698	3	
61	HIDALGO	M1080780	Vereda Tropical	Repaving & Drainage	0.24	$144,967	85.42	$144,967	3	
60	HIDALGO	M1080460	Mesquite Acres Subdivision	Repaving & Drainage	0.26	$224,170	86.07	$224,170	4	
						$1,511,300		**$812,687**		
				GRAND TOTALS		**$13,477,446**		**$12,271,137**		

DRAFT: SUBJECT TO CHANGE PRIOR TO COMMISSION ACTION

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

Government Code, §1403.002 requires the Texas Public Finance Authority (TPFA) to, as authorized by the Office of the Governor, issue general obligation bonds and notes in an aggregate amount not to exceed $175 million. The TPFA shall, as directed by the Texas Department of Transportation (department), distribute the proceeds to counties to provide financial assistance for colonia access roadway projects to serve border colonias. Government Code, §1403.002 further requires the Texas Transportation Commission (commission) to establish a program to administer the use of the proceeds of the bonds and notes.

The commission has adopted rules to implement the program, codified in Title 43, Texas Administrative Code (TAC), §§15.100-15.106. Pursuant to 43 TAC §15.103, a program call for $75 million was issued on February 1, 2008. The project applications were received by March 31, 2008. The department evaluated the applications in accordance with §15.103(c) of the rules. Applications determined to be in compliance with the rules were submitted to the commission for selection.

In accordance with §15.104, the commission evaluated the applications by considering the following criteria:

- the number resulting from dividing the population of the border colonias the project is to serve, based on the latest estimates from the Texas Water Development Board, by the total number of miles of roadway in the border colonia;
- condition of current roads, such as the number of existing paved roads in and to the border colonia the project is to serve;
- whether the project is on an existing or planned school bus route; and
- access to other parts of the region, such as the number of roads, paved or unpaved, to the border colonia the project is to serve.

As required by §15.104, the commission ranked the projects by giving each criterion a weight of 25 points, for a total possible score of 100. The commission then considered the projects in descending order as far as available funding allowed.

As provided by §15.105, the commission distributed funds to counties from amounts set-aside pursuant to that section, and distributed 50 percent of the remaining available funds to counties in proportion to their border colonias population. The commission funded the highest ranked projects as evaluated and scored. The commission then distributed the remainder of the available funds to individual counties on a project-by-project basis as far as available funding allowed.

DRAFT: SUBJECT TO CHANGE PRIOR TO COMMISSION ACTION

TEXAS TRANSPORTATION COMMISSION

IT IS THEREFORE ORDERED by the commission that the projects described in Exhibit A of this order are approved for funding under the Border Colonias Access Program.

IT IS FURTHER ORDERED that after the TPFA has issued the bonds and notes, then an agreement between the department and the respective counties will be executed according to the conditions stated in §§15.100-15.106.

Submitted and reviewed by:

Director, Transportation Planning
and Programming Division

Recommended by:

Executive Director

Minute Number

Date Passed

DRAFT: SUBJECT TO CHANGE PRIOR TO COMMISSION ACTION

Exhibit A Border Colonias Access Program Third Call
July, 2008
Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
BREWSTER	M0220002	Study Butte	Paving & Drainage	1.48	$588,119	76.61	$588,119
BREWSTER	M0220001	Marathon	Repaving	0.97	$329,751	66.96	$329,751
BROOKS	M0240006	Flowella	Repaving	0.50	$241,276	73.33	$241,276
CAMERON	M0310058	Glenwood Acres	Repaving & Drainage	0.82	$358,673	90.00	$358,673
CAMERON	M0310166	Villa del Sol	Paving, Repaving & Drainage	0.60	$218,552	87.22	$218,552
CAMERON	M0310168	Villa Pancho	Repaving & Drainage	0.54	$204,963	86.63	$204,963
CAMERON	M0310062	Grande Acres	Paving, Repaving & Drainage	0.63	$205,653	86.50	$205,653
CAMERON	M0310089	Las Yescas	Repaving & Drainage	0.30	$118,247	83.88	$118,247
CAMERON	M0310034	Colonia Iglesia Antigua	Repaving & Drainage	0.60	$251,149	83.08	$251,149
CAMERON	M0310061	Graham Subdivision	Paving, Repaving & Drainage	0.58	$276,849	83.00	$276,849
CAMERON	M0310084	Laguna Escondida Heights #2	Paving, Repaving & Drainage	0.41	$138,176	81.83	$138,176
CAMERON	M0310068	Illinois Heights	Paving, Repaving & Drainage	0.99	$456,067	79.95	$456,067
CAMERON	M0310083	Laguna Escondida Heights	Paving, Repaving & Drainage	0.41	$140,859	79.76	$140,859
CAMERON	M0310006	Alto Real	Repaving & Drainage	0.16	$60,925	79.75	$60,925
CAMERON	M0310079	La Feria Gardens	Repaving & Drainage	0.41	$139,674	78.79	$139,674
CAMERON	M0310127	Reid Hope King	Repaving & Drainage	0.96	$322,255	78.29	$322,255
CAMERON	M0310024	Bonnaville Terrace	Paving, Repaving & Drainage	0.99	$317,267	77.88	$317,267
CAMERON	M0310081	La Paloma Townsite	Repaving & Drainage	2.00	$721,806	77.22	$475,027
CULBERSON	M0550002	Van Horn	Paving, Repaving & Drainage	1.21	$332,452	78.17	$332,452
DIMMIT	M0640004	Carrizo Hills	Paving	4.40	$288,000	79.59	$288,000

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DIMMIT	M0640001	Asherton	Paving & Drainage	0.20	$100,250	55.06	$100,088
DUVAL	M0660003	Cadena	Paving & Drainage	0.71	$710,048	76.90	$299,756
EL PASO	M0710044	Canutillo Townsite	Repaving & Drainage	1.40	$628,187	90.00	$628,187
EL PASO	M0710026 M0710027	Bosque Bonito #1 & #2	Paving, Repaving & Drainage	3.46	$1,544,803	88.44	$1,544,803
EL PASO	M0710042	Campo Bello Estates	Repaving & Drainage	0.56	$266,863	84.29	$266,863
EL PASO	M0710123	Homestead Meadows South #5	Repaving & Drainage	0.90	$401,004	84.16	$401,004
EL PASO	M0710073	Deerfield Park	Repaving & Drainage	0.47	$211,500	78.62	$211,500
EL PASO	M0710096	Eubanks Unit 3	Repaving & Drainage	0.65	$299,190	77.62	$299,190
EL PASO	M0710200	Morning Glory Manor	Repaving & Drainage	1.86	$827,009	75.89	$827,009
EL PASO	M0710282 M0710283 M0710284 M0710285	Westway Unit #1, #2, #3 & #4	Repaving & Drainage	1.88	$838,301	75.72	$838,301
EL PASO	M0710251 M0710252	Sparks Addition #1 & #2	Repaving & Drainage	1.02	$341,147	75.27	$341,147
EL PASO	M0710107	Gloria Elena	Repaving & Drainage	0.51	$210,732	71.86	$210,732
EL PASO	M0710259	Sunshine Acres	Repaving & Drainage	0.51	$248,325	70.10	$248,325
EL PASO	M0710254	Sparks Addition #4	Paving, Repaving & Drainage	0.97	$362,758	87.12	$362,758
EL PASO	M0710035 M0710037 M0710038	Butterfield City #1, #3 & #4	Paving, Repaving & Drainage	4.06	$1,811,195	81.44	$252,482
HIDALGO	M1080882	La Flor Estates	Paving & Drainage	0.19	$91,967	93.00	$91,967
HIDALGO	M1080790	Village Grove #2	Repaving	0.26	$42,408	90.00	$42,408
HIDALGO	M1080397	La Suena	Repaving & Drainage	0.47	$357,599	90.00	$357,599
HIDALGO	M1080600	Randolph Barnett #1	Repaving & Drainage	0.12	$92,104	90.00	$90,610
HIDALGO	M1080606	Regal Estates	Repaving & Drainage	0.24	$191,729	90.00	$191,110

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HIDALGO	M1080883	La Flor Gardens	Paving & Drainage	0.19	$91,965	89.40	$91,965
HIDALGO	M1080891	Los Encinos #2	Repaving & Drainage	0.23	$217,905	86.69	$217,905
HIDALGO	M1080274	Foster Subdivision	Paving & Drainage	0.19	$155,518	85.16	$111,108
HIDALGO	M1080348	Jardin Terrace Subdivision	Repaving & Drainage	0.28	$186,851	85.13	$185,510
HIDALGO	M1080461	Mid-Valley Estates	Repaving & Drainage	0.52	$234,851	82.83	$234,851
HIDALGO	M1080687	South Palm Gardens Estates #1	Repaving	0.15	$58,759	82.38	$58,759
HIDALGO	M1080055	Ariel Hinojosa Subdivision	Repaving & Drainage	0.25	$145,802	81.94	$145,802
HIDALGO	M1080886	Laborsita	Paving & Drainage	0.11	$60,024	80.93	$60,024
HIDALGO	M1080804	Wes-Mer Subdivision	Repaving & Drainage	0.23	$89,676	80.66	$89,676
HIDALGO	M1080063	Balli Estates	Repaving	1.15	$536,612	80.61	$536,612
HIDALGO	M1080401	Lakeview Subdivision	Paving & Drainage	0.71	$449,143	79.79	$377,400
HIDALGO	M1080185	Colonia Whalen Road	Repaving & Drainage	0.22	$124,803	79.76	$124,803
HIDALGO	M1080855	Ash County	Repaving & Drainage	0.22	$130,305	79.46	$130,305
HIDALGO	M1080300	Hacienda De Los Vegas	Paving & Drainage	0.25	$112,510	79.18	$112,510
HIDALGO	M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,601	78.93	$133,601
HIDALGO	M1080111	Blue Star Enterprises #2	Repaving & Drainage	0.41	$287,214	77.58	$287,214
HIDALGO	M1080082	Basham #18	Repaving & Drainage	0.25	$167,207	77.42	$167,207
HIDALGO	M1080329	Hoehn Drive Subdivision	Repaving & Drainage	1.60	$457,023	77.30	$457,023

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HIDALGO	M1080319	High Point Subdivision	Repaving	0.32	$121,187	75.13	$121,187
HIDALGO	M1080079	Basham #14	Repaving & Drainage	0.38	$247,251	74.83	$247,251
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	Repaving & Drainage	0.61	$515,849	73.40	$515,849
HIDALGO	M1080380	La Homa Grove Estates	Repaving & Drainage	0.24	$155,226	73.33	$155,226
HIDALGO	M1080932	Indian Hills East	Repaving	2.96	$1,260,219	72.68	$1,260,219
HIDALGO	M1080940	Sundown's Retirement Center	Repaving & Drainage	0.22	$209,766	72.51	$209,766
HIDALGO	M1080324	Hilda Subdivision #2	Repaving & Drainage	0.24	$182,949	72.40	$182,020
HIDALGO	M1080262	Esperanza Estates	Repaving & Drainage	0.24	$202,343	72.14	$202,343
HIDALGO	M1080148	Chapa North	Repaving & Drainage	0.25	$85,771	71.90	$85,771
HIDALGO	M1080752	Trenton Terrace	Repaving & Drainage	0.27	$357,393	71.65	$275,840
HIDALGO	M1080657	Seminary Village Subdivision	Repaving & Drainage	0.27	$216,578	71.14	$171,400
HIDALGO	M1080149	Chapa South	Repaving & Drainage	0.25	$75,878	70.27	$75,878
HIDALGO	M1080234	Dude Hill #1	Repaving & Drainage	0.12	$88,764	69.33	$88,335
HIDALGO	M1080900	Morningside South	Repaving & Drainage	0.46	$360,784	69.30	$360,784
HIDALGO	M1080596	Rancho Escondido	Repaving & Drainage	0.56	$452,822	67.67	$452,822
HIDALGO	M1080154	Citriana Village	Repaving & Drainage	0.68	$485,670	66.81	$485,670
HIDALGO	M1080688	South Palm Gardens Estates #2	Repaving	0.12	$48,602	58.41	$48,602
HIDALGO	M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,940	50.26	$90,150

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HIDALGO	M1080215	De Anda Subdivision	Paving & Drainage	0.12	$64,325	97.65	$64,325
HIDALGO	M1080413	Las Milpas Subdivision	Paving & Drainage	0.25	$189,758	97.15	$189,758
HIDALGO	M1080591	Ramon Leal Subdivision	Paving & Drainage	0.15	$86,118	94.40	$86,118
HIDALGO	M1080387	La Mesa Subdivision	Repaving & Drainage	0.32	$209,981	90.00	$209,981
HIDALGO	M1080890	Los Encinos #1	Repaving & Drainage	0.09	$84,660	90.00	$84,585
HIDALGO	M1080587	Ramirez Subdivision	Repaving & Drainage	0.10	$78,428	90.00	$76,910
HIDALGO	M1080588	Ramirez Subdivision #2	Repaving & Drainage	0.10	$71,767	90.00	$70,560
HIDALGO	M1080589	Ramirez Subdivision #3	Repaving & Drainage	0.14	$66,122	90.00	$66,122
HIDALGO	M1080844	Colonia Esperanza #1	Paving & Drainage	0.30	$104,724	89.92	$104,724
HIDALGO	M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$896,462	89.39	$698,613
HUDSPETH	M1150004	Loma Linda Estates	Paving	2.94	$983,527	75.35	$983,527
JEFF DAVIS	M1220001	Valentine	Paving & Drainage	1.67	$864,252	77.27	$864,252
JIM HOGG	M1240002	Hebbronville	Paving & Drainage	0.97	$466,036	84.73	$466,036
KINNEY	M1360001	Spofford	Paving & Repaving	2.62	$855,030	75.47	$855,030
LA SALLE	M1420004	Gardendale	Paving & Drainage	1.63	$675,082	75.91	$163,410
MAVERICK	M1620007	Border Housing Unit #1	Repaving	0.15	$27,754	85.50	$27,754
MAVERICK	M1620069	Victoriano Hernandez	Paving & Drainage	0.34	$188,357	82.50	$188,357
MAVERICK	M1620041	Las Hacienditas	Repaving & Drainage	1.00	$206,280	79.02	$206,280

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County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
MAVERICK	M1620032	Hector Rodriguez	Repaving	0.08	$50,233	73.01	$40,000
MAVERICK	M1620029	Florentino Ramos	Repaving	0.15	$90,319	69.89	$75,000
MAVERICK	M1620033	Heritage Farm	Repaving	0.43	$88,224	69.36	$88,224
MAVERICK	M1620006	Big River Park	Repaving	0.22	$47,263	69.33	$47,263
MAVERICK	M1620008	Cedar Ridge	Repaving & Drainage	0.75	$295,793	68.95	$295,793
MAVERICK	M1620043	Lewis	Repaving	0.55	$109,904	67.18	$109,904
MAVERICK	M1620055	Paisano Heights	Repaving	0.83	$462,149	66.83	$415,000
MAVERICK	M1620034	Hopedale	Repaving & Drainage	1.12	$611,840	66.16	$611,840
MAVERICK	M1620057	Radar Base	Repaving & Drainage	0.36	$200,584	47.50	$200,584
MAVERICK	M1620042	Las Quintas Fronterizas	Paving, Repaving & Drainage	3.85	$3,696,150	98.63	$255,230
PRESIDIO	M1890009	Presidio (North-west)	Paving	3.52	$1,257,191	88.54	$1,257,191
STARR	M2140105	La Puerta #2	Paving & Drainage	0.15	$32,886	100.00	$32,886
STARR	M2140178	Rancho Viejo #1	Paving & Drainage	0.17	$47,583	97.50	$47,583
STARR	M2140044	El Castillo	Paving & Drainage	0.46	$111,130	91.64	$111,130
STARR	M2140158	North Santa Cruz	Paving, Repaving & Drainage	0.47	$386,938	90.74	$298,044
STARR	M2140107	Zarate	Paving & Drainage	0.12	$28,574	89.78	$28,574
STARR	M2140053	Elias-Fela Solis	Paving & Drainage	0.10	$25,321	89.50	$25,321
STARR	M2140179	Rancho Viejo #2	Paving & Drainage	0.80	$103,216	88.14	$103,216
STARR	M2140173	Rafael Pena	Repaving & Drainage	0.05	$12,261	87.33	$12,261

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County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
STARR	M2140049	El Quiote	Paving, Repaving & Drainage	0.50	$125,265	87.31	$125,265
STARR	M2140166	Olmito 1 & 2	Paving & Drainage	0.50	$119,354	87.24	$119,354
STARR	M2140052	El Socio	Paving & Drainage	0.33	$80,769	87.23	$80,769
STARR	M2140155	Nina	Paving & Drainage	0.42	$100,726	84.48	$100,726
STARR	M2140180	Rancho Viejo #3	Paving & Drainage	0.28	$69,738	83.79	$69,738
STARR	M2140202	Santa Cruz #2	Paving & Drainage	0.14	$134,793	83.79	$89,468
STARR	M2140191	Salineno South	Paving & Drainage	0.66	$443,212	83.60	$443,212
STARR	M2140160	Northwest Industrial Park	Paving	0.15	$121,621	83.40	$75,000
STARR	M2140015	Buena Vista	Paving & Drainage	0.21	$51,441	81.71	$51,441
STARR	M2140062	Falconaire	Paving & Drainage	0.20	$129,380	81.07	$129,380
STARR	M2140120	Los Barreras, North	Paving & Drainage	0.13	$26,939	80.93	$26,939
STARR	M2140207	Share 52	Paving & Drainage	0.46	$345,982	80.78	$230,000
STARR	M2140131	Margarita	Paving & Drainage	0.17	$51,773	79.59	$51,773
STARR	M2140007	Amada Acres	Paving & Drainage	0.06	$13,865	79.50	$13,865
STARR	M2140103	La Paloma Ranchettes	Paving & Drainage	1.12	$267,852	79.00	$267,852
STARR	M2140087	Indio Subdivision #2	Paving & Drainage	0.13	$69,695	78.98	$69,695
STARR	M2140203	Santa Cruz Industrial Park	Paving	0.22	$165,638	78.87	$110,000
STARR	M2140097	La Esperanza	Paving, Repaving & Drainage	1.03	$278,944	78.09	$278,944
STARR	M2140177	Ranchitos del Norte	Paving & Drainage	1.19	$319,809	76.09	$319,809
STARR	M2140110	Las Palmas	Paving & Drainage	0.03	$8,206	75.91	$8,206

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County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
STARR	M2140161	Rivereno	Repaving	0.10	$23,142	75.20	$23,142
STARR	M2140153	Narciso Pena	Repaving & Drainage	0.08	$18,447	75.19	$18,447
STARR	M2140167	Pablo Pena	Repaving	0.14	$33,452	70.61	$33,452
STARR	M2140011	B&E	Paving & Drainage	0.79	$194,941	64.81	$194,941
STARR	M2140045	El Cenizo	Repaving & Drainage	0.55	$151,680	63.51	$151,680
STARR	M2140059	Eugenio Saenz	Paving & Drainage	0.10	$24,450	60.44	$24,450
STARR	M2140143	Mirador	Paving & Drainage	0.30	$142,220	55.56	$142,220
STARR	M2140233	Roma Creek #1, 2 & 3	Paving & Drainage	0.16	$93,416	55.45	$93,416
STARR	M2140105	La Puerta #2	Paving & Drainage	0.34	$91,003	100.00	$91,003
STARR	M2140158	North Santa Cruz	Paving & Drainage	0.63	$515,192	90.74	$407,300
STARR	M2410011	B&E	Paving & Drainage	0.18	$49,028	89.81	$49,028
STARR	M2140045	El Cenizo	Repaving & Drainage	0.12	$31,229	88.51	$27,709
TERRELL	M0240006	Sanderson	Drainage	1.27	$1,936,503	57.41	$936,503
VAL VERDE	M2330018	Rancho del Rio	Paving	1.10	$472,932	76.28	$472,932
VAL VERDE	M2330019	Rise Estates	Paving	4.07	$1,327,093	76.18	$984,721
WEBB	M2400009	D-5 Acres	Paving	0.60	$79,711	55.66	$79,711
WEBB	M2400048	Ranchitos Penitas West	Paving & Drainage	6.30	$6,884,294	53.91	$1,575,202
WILLACY	M2450003	Colonia Los Angeles	Paving & Drainage	0.10	$80,000	83.41	$80,000
WILLACY	M2450005	Hugh Terry Subdivision	Paving & Drainage	0.10	$50,000	77.84	$50,000
WILLACY	M2450014	Sebastian	Repaving & Drainage	0.53	$119,327	71.26	$119,327
WILLACY	M2450006	Lasara	Repaving & Drainage	0.30	$119,327	69.49	$119,327
ZAPATA	M2530032	Siesta Shores	Paving & Drainage	3.70	$2,078,366	77.66	$2,023,540
ZAVALA	M2540008	La Pryor	Paving	1.25	$202,028	78.96	$202,028
ZAVALA	M2540002	Batesville	Repaving	0.58	$104,401	72.29	$104,401

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Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
ZAVALA	M2540006	Chula Vista	Repaving	0.65	$118,571	69.25	$118,571
					Total Allocation Cost:		**$42,348,706**

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Competitive Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
MAVERICK	M1620042	Las Quintas Fronterizas	Paving, Repaving & Drainage	3.85	$3,542,428	98.63	$3,287,197
MAVERICK	M1620064	Siesta Acres	Repaving	3.55	$672,200	90.00	$672,200
CAMERON	M0310121	Ranchito	Paving, Repaving & Drainage	2.15	$927,256	89.92	$927,256
MAVERICK	M1620072	Loma Bonita	Paving, Repaving & Drainage	11.41	$5,653,231	89.75	$5,653,231
DUVAL	M0660001	Benavides	Paving, Repaving & Drainage	5.29	$2,888,904	89.51	$2,695,000
HIDALGO	M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$896,462	89.39	$197,849
HIDALGO	M1080470	Monica Acres	Paving & Drainage	0.15	$108,698	88.75	$108,698
PRESIDIO	M1890009	Presidio	Paving & Drainage	2.94	$1,708,465	88.54	$1,708,465
PRESIDIO	M1890009	Presidio (Central/East)	Paving & Drainage	4.86	$2,177,868	88.54	$2,177,868
STARR	M2140045	El Cenizo	Repaving & Drainage	0.12	$31,229	88.51	$3,520
STARR	M2140104	La Puerta	Paving & Drainage	0.34	$87,360	88.25	$87,360
HIDALGO	M1080465	Miller Resub Lot A	Paving, Repaving & Drainage	0.16	$137,003	88.25	$137,003
STARR	M2140224	Victoria Vera	Paving & Drainage	0.25	$62,098	88.10	$62,098
STARR	M2140037	E. Lopez	Paving & Drainage	0.52	$137,727	88.09	$137,727
HIDALGO	M1080220	Delta West Subdivision	Paving & Drainage	0.76	$355,569	88.00	$355,569
STARR	M2140178	Rancho Viejo #1	Repaving & Drainage	0.12	$33,546	87.50	$33,546
STARR	M2140173	Rafael Pena	Repaving & Drainage	0.1	$30,418	87.33	$30,418
STARR	M2140052	El Socio	Paving & Drainage	0.31	$83,224	87.23	$83,224

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Competitive Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
VAL VERDE	M2330001	Amistad Acres	Paving, Repaving & Drainage	1.42	$774,876	87.23	$774,876
CAMERON	M0310026	Cameron Park	Repaving & Drainage	8.39	$11,119,644	87.01	$6,617,667
MAVERICK	M1620025	El Pueblo Nuevo	Paving, Repaving & Drainage	4.65	$3,372,170	86.71	$3,372,170
HIDALGO	M1080228	Diaz Subdivision	Repaving & Drainage	0.13	$64,595	86.60	$64,595
HOGG	M1240003	Las Lomitas A	Paving	1.09	$405,682	86.24	$405,682
HIDALGO	M1080460	Mesquite Acres Subdivision	Repaving & Drainage	0.26	$224,170	86.07	$224,170
CAMERON	M0310087	Las Palmas	Paving, Repaving & Drainage	3.47	$1,903,243	85.45	$1,903,243
HIDALGO	M1080780	Vereda Tropical	Repaving & Drainage	0.24	$144,967	85.42	$144,967
STARR	M2140227	Villarreal	Paving & Drainage	0.64	$155,960	84.92	$155,960
WEBB	M2400058	Rio Bravo Annex	Repaving & Drainage	6.20	$2,400,000	84.81	$629,735
					Total Competitive Cost:		**$32,651,294**

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

Government Code, §1403.002 requires the Texas Public Finance Authority (TPFA) to, as authorized by the Office of the Governor, issue general obligation bonds and notes in an aggregate amount not to exceed $175 million. The TPFA shall, as directed by the Texas Department of Transportation (department), distribute the proceeds to counties to provide financial assistance for colonia access roadway projects to serve border colonias. Government Code, §1403.002 further requires the Texas Transportation Commission (commission) to establish a program to administer the use of the proceeds of the bonds and notes.

The commission has adopted rules to implement the program, codified in Title 43, Texas Administrative Code (TAC), §§15.100-15.106. Pursuant to 43 TAC §15.103, a program call for $75 million was issued on February 1, 2008. The project applications were received by March 31, 2008. The department evaluated the applications in accordance with §15.103(c) of the rules. Applications determined to be in compliance with the rules were submitted to the commission for selection.

In accordance with §15.104, the commission evaluated the applications by considering the following criteria:

- the number resulting from dividing the population of the border colonias the project is to serve, based on the latest estimates from the Texas Water Development Board, by the total number of miles of roadway in the border colonia;
- condition of current roads, such as the number of existing paved roads in and to the border colonia the project is to serve;
- whether the project is on an existing or planned school bus route; and
- access to other parts of the region, such as the number of roads, paved or unpaved, to the border colonia the project is to serve.

As required by §15.104, the commission ranked the projects by giving each criterion a weight of 25 points, for a total possible score of 100. The commission then considered the projects in descending order as far as available funding allowed.

As provided by §15.105, the commission distributed funds to counties from amounts set-aside pursuant to that section, and distributed 50 percent of the remaining available funds to counties in proportion to their border colonias population. The commission funded the highest ranked projects as evaluated and scored. The commission then distributed the remainder of the available funds to individual counties on a project-by-project basis as far as available funding allowed.

IT IS THEREFORE ORDERED by the commission that the projects described in Exhibit A of this order are approved for funding under the Border Colonias Access Program.

IT IS FURTHER ORDERED that after the TPFA has issued the bonds and notes, then an agreement between the department and the respective counties will be executed according to the conditions stated in §§15.100-15.106.

Submitted and reviewed by:

James R. Randall

Director, Transportation Planning and Programming Division

Recommended by:

Executive Director

111442 JUL 31 08

Minute Number | Date Passed

Exhibit A Border Colonias Access Program Third Call
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Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
BREWSTER	M0220002	Study Butte	Paving & Drainage	1.48	$588,119	76.61	$588,119
BREWSTER	M0220001	Marathon	Repaving	0.97	$329,751	66.96	$329,751
BROOKS	M0240006	Flowella	Repaving	0.50	$241,276	73.33	$241,276
CAMERON	M0310058	Glenwood Acres	Repaving & Drainage	0.82	$358,673	90.00	$358,673
CAMERON	M0310166	Villa del Sol	Paving, Repaving & Drainage	0.60	$218,552	87.22	$218,552
CAMERON	M0310168	Villa Pancho	Repaving & Drainage	0.54	$204,963	86.63	$204,963
CAMERON	M0310062	Grande Acres	Paving, Repaving & Drainage	0.63	$205,653	86.50	$205,653
CAMERON	M0310089	Las Yescas	Repaving & Drainage	0.30	$118,247	83.88	$118,247
CAMERON	M0310034	Colonia Iglesia Antigua	Repaving & Drainage	0.60	$251,149	83.08	$251,149
CAMERON	M0310061	Graham Subdivision	Paving, Repaving & Drainage	0.58	$276,849	83.00	$276,849
CAMERON	M0310084	Laguna Escondida Heights #2	Paving, Repaving & Drainage	0.41	$138,176	81.83	$138,176
CAMERON	M0310068	Illinois Heights	Paving, Repaving & Drainage	0.99	$456,067	79.95	$456,067
CAMERON	M0310083	Laguna Escondida Heights	Paving, Repaving & Drainage	0.41	$140,859	79.76	$140,859
CAMERON	M0310006	Alto Real	Repaving & Drainage	0.16	$60,925	79.75	$60,925
CAMERON	M0310079	La Feria Gardens	Repaving & Drainage	0.41	$139,674	78.79	$139,674
CAMERON	M0310127	Reid Hope King	Repaving & Drainage	0.96	$322,255	78.29	$322,255
CAMERON	M0310024	Bonnaville Terrace	Paving, Repaving & Drainage	0.99	$317,267	77.88	$317,267
CAMERON	M0310081	La Paloma Townsite	Repaving & Drainage	2.00	$721,806	77.22	$475,027
CULBERSON	M0550002	Van Horn	Paving, Repaving & Drainage	1.21	$332,452	78.17	$332,452
DIMMIT	M0640004	Carrizo Hills	Paving	4.40	$288,000	79.59	$288,000

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County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
DIMMIT	M0640001	Asherton	Paving & Drainage	0.20	$100,250	55.06	$100,088
DUVAL	M0660003	Cadena	Paving & Drainage	0.71	$710,048	76.90	$299,756
EL PASO	M0710044	Canutillo Townsite	Repaving & Drainage	1.40	$628,187	90.00	$628,187
EL PASO	M0710026 M0710027	Bosque Bonito #1 & #2	Paving, Repaving & Drainage	3.46	$1,544,803	88.44	$1,544,803
EL PASO	M0710042	Campo Bello Estates	Repaving & Drainage	0.56	$266,863	84.29	$266,863
EL PASO	M0710123	Homestead Meadows South #5	Repaving & Drainage	0.90	$401,004	84.16	$401,004
EL PASO	M0710073	Deerfield Park	Repaving & Drainage	0.47	$211,500	78.62	$211,500
EL PASO	M0710096	Eubanks Unit 3	Repaving & Drainage	0.65	$299,190	77.62	$299,190
EL PASO	M0710200	Morning Glory Manor	Repaving & Drainage	1.86	$827,009	75.89	$827,009
EL PASO	M0710282 M0710283 M0710284 M0710285	Westway Unit #1, #2, #3 & #4	Repaving & Drainage	1.88	$838,301	75.72	$838,301
EL PASO	M0710251 M0710252	Sparks Addition #1 & #2	Repaving & Drainage	1.02	$341,147	75.27	$341,147
EL PASO	M0710107	Gloria Elena	Repaving & Drainage	0.51	$210,732	71.86	$210,732
EL PASO	M0710259	Sunshine Acres	Repaving & Drainage	0.51	$248,325	70.10	$248,325
EL PASO	M0710254	Sparks Addition #4	Paving, Repaving & Drainage	0.97	$362,758	87.12	$362,758
EL PASO	M0710035 M0710037 M0710038	Butterfield City #1, #3 & #4	Paving, Repaving & Drainage	4.06	$1,811,195	81.44	$252,482
HIDALGO	M1080882	La Flor Estates	Paving & Drainage	0.19	$91,967	93.00	$91,967
HIDALGO	M1080790	Village Grove #2	Repaving	0.26	$42,408	90.00	$42,408
HIDALGO	M1080397	La Suena	Repaving & Drainage	0.47	$357,599	90.00	$357,599
HIDALGO	M1080600	Randolph Barnett #1	Repaving & Drainage	0.12	$92,104	90.00	$90,610
HIDALGO	M1080606	Regal Estates	Repaving & Drainage	0.24	$191,729	90.00	$191,110

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County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
HIDALGO	M1080406	Las Brisas	Repaving & Drainage	0.26	$236,061	90.00	$177,500
HIDALGO	M1080883	La Flor Gardens	Paving & Drainage	0.19	$91,965	89.40	$91,965
HIDALGO	M1080891	Los Encinos #2	Repaving & Drainage	0.23	$217,905	86.69	$217,905
HIDALGO	M1080274	Foster Subdivision	Paving & Drainage	0.19	$155,518	85.16	$111,108
HIDALGO	M1080348	Jardin Terrace Subdivision	Repaving & Drainage	0.28	$186,851	85.13	$185,510
HIDALGO	M1080461	Mid-Valley Estates	Repaving & Drainage	0.52	$234,851	82.83	$234,851
HIDALGO	M1080687	South Palm Gardens Estates #1	Repaving	0.15	$58,759	82.38	$58,759
HIDALGO	M1080055	Ariel Hinojosa Subdivision	Repaving & Drainage	0.25	$145,802	81.94	$145,802
HIDALGO	M1080886	Laborsita	Paving & Drainage	0.11	$60,024	80.93	$60,024
HIDALGO	M1080804	Wes-Mer Subdivision	Repaving & Drainage	0.23	$89,676	80.66	$89,676
HIDALGO	M1080063	Balli Estates	Repaving	1.15	$536,612	80.61	$536,612
HIDALGO	M1080401	Lakeview Subdivision	Paving & Drainage	0.71	$449,143	79.79	$377,400
HIDALGO	M1080185	Colonia Whalen Road	Repaving & Drainage	0.22	$124,803	79.76	$124,803
HIDALGO	M1080855	Ash County	Repaving & Drainage	0.22	$130,305	79.46	$130,305
HIDALGO	M1080300	Hacienda De Los Vegas	Paving & Drainage	0.25	$112,510	79.18	$112,510
HIDALGO	M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,601	78.93	$133,601
HIDALGO	M1080111	Blue Star Enterprises #2	Repaving & Drainage	0.41	$287,214	77.58	$287,214
HIDALGO	M1080082	Basham #18	Repaving & Drainage	0.25	$167,207	77.42	$167,207

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County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
HIDALGO	M1080329	Hoehn Drive Subdivision	Repaving & Drainage	1.60	$457,023	77.30	$457,023
HIDALGO	M1080454	McColl Estates	Paving Drainage	0.24	$181,298	76.43	$181,298
HIDALGO	M1080319	High Point Subdivision	Repaving	0.32	$121,187	75.13	$121,187
HIDALGO	M1080079	Basham #14	Repaving & Drainage	0.38	$247,251	74.83	$247,251
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	Repaving & Drainage	0.61	$515,849	73.40	$515,849
HIDALGO	M1080380	La Homa Grove Estates	Repaving & Drainage	0.24	$155,226	73.33	$155,226
HIDALGO	M1080932	Indian Hills East	Repaving	2.96	$1,260,219	72.68	$1,260,219
HIDALGO	M1080940	Sundown's Retirement Center	Repaving & Drainage	0.22	$209,766	72.51	$209,766
HIDALGO	M1080324	Hilda Subdivision #2	Repaving & Drainage	0.24	$182,949	72.40	$182,020
HIDALGO	M1080262	Esperanza Estates	Repaving & Drainage	0.24	$202,343	72.14	$202,343
HIDALGO	M1080148	Chapa North	Repaving & Drainage	0.25	$85,771	71.90	$85,771
HIDALGO	M1080752	Trenton Terrace	Repaving & Drainage	0.27	$357,393	71.65	$275,840
HIDALGO	M1080657	Seminary Village Subdivision	Repaving & Drainage	0.27	$216,578	71.14	$171,400
HIDALGO	M1080149	Chapa South	Repaving & Drainage	0.25	$75,878	70.27	$75,878
HIDALGO	M1080234	Dude Hill #1	Repaving & Drainage	0.12	$88,764	69.33	$88,335
HIDALGO	M1080900	Morningside South	Repaving & Drainage	0.46	$360,784	69.30	$360,784
HIDALGO	M1080596	Rancho Escondido	Repaving & Drainage	0.56	$452,822	67.67	$452,822
HIDALGO	M1080154	Citriana Village	Repaving & Drainage	0.68	$485,670	66.81	$485,670

Exhibit A Border Colonias Access Program Third Call
July, 2008
Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
HIDALGO	M1080688	South Palm Gardens Estates #2	Repaving	0.12	$48,602	58.41	$48,602
HIDALGO	M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,940	50.26	$90,150
HIDALGO	M1080896	McKee #1	Repaving & Drainage	0.24	$122,874	46.98	$122,874
HIDALGO	M1080215	De Anda Subdivision	Paving & Drainage	0.12	$64,325	97.65	$64,325
HIDALGO	M1080413	Las Milpas Subdivision	Paving & Drainage	0.25	$189,758	97.15	$189,758
HIDALGO	M1080591	Ramon Leal Subdivision	Paving & Drainage	0.15	$86,118	94.40	$86,118
HIDALGO	M1080387	La Mesa Subdivision	Repaving & Drainage	0.32	$209,981	90.00	$209,981
HIDALGO	M1080890	Los Encinos #1	Repaving & Drainage	0.09	$84,660	90.00	$84,585
HIDALGO	M1080587	Ramirez Subdivision	Repaving & Drainage	0.10	$78,428	90.00	$76,910
HIDALGO	M1080588	Ramirez Subdivision #2	Repaving & Drainage	0.10	$71,767	90.00	$70,560
HIDALGO	M1080589	Ramirez Subdivision #3	Repaving & Drainage	0.14	$66,122	90.00	$66,122
HIDALGO	M1080844	Colonia Esperanza #1	Paving & Drainage	0.30	$104,724	89.92	$104,724
HIDALGO	M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$896,462	89.39	$698,613
HUDSPETH	M1150004	Loma Linda Estates	Paving	2.94	$983,527	75.35	$983,527
JEFF DAVIS	M1220001	Valentine	Paving & Drainage	1.67	$864,252	77.27	$864,252
JIM HOGG	M1240002	Hebbronville	Paving & Drainage	0.97	$466,036	84.73	$466,036
KINNEY	M1360001	Spofford	Paving & Repaving	2.62	$855,030	75.47	$855,030
LA SALLE	M1420004	Gardendale	Paving & Drainage	1.63	$675,082	75.91	$163,410

Exhibit A Border Colonias Access Program Third Call
July, 2008
Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
MAVERICK	M1620007	Border Housing Unit #1	Repaving	0.15	$27,754	85.50	$27,754
MAVERICK	M1620069	Victoriano Hernandez	Paving & Drainage	0.34	$188,357	82.50	$188,357
MAVERICK	M1620041	Las Hacienditas	Repaving & Drainage	1.00	$206,280	79.02	$206,280
MAVERICK	M1620032	Hector Rodriguez	Repaving	0.08	$50,233	73.01	$40,000
MAVERICK	M1620029	Florentino Ramos	Repaving	0.15	$90,319	69.89	$75,000
MAVERICK	M1620033	Heritage Farm	Repaving	0.43	$88,224	69.36	$88,224
MAVERICK	M1620006	Big River Park	Repaving	0.22	$47,263	69.33	$47,263
MAVERICK	M1620008	Cedar Ridge	Repaving & Drainage	0.75	$295,793	68.95	$295,793
MAVERICK	M1620043	Lewis	Repaving	0.55	$109,904	67.18	$109,904
MAVERICK	M1620055	Paisano Heights	Repaving	0.83	$462,149	66.83	$415,000
MAVERICK	M1620034	Hopedale	Repaving & Drainage	1.12	$611,840	66.16	$611,840
MAVERICK	M1620057	Radar Base	Repaving & Drainage	0.36	$200,584	47.50	$200,584
MAVERICK	M1620042	Las Quintas Fronterizas	Paving, Repaving & Drainage	3.85	$3,696,150	98.63	$255,230
PRESIDIO	M1890009	Presidio (North-west)	Paving	3.52	$1,257,191	88.54	$1,257,191
STARR	M2140105	La Puerta #2	Paving & Drainage	0.15	$32,886	100.00	$32,886
STARR	M2140178	Rancho Viejo #1	Paving & Drainage	0.17	$47,583	97.50	$47,583
STARR	M2140044	El Castillo	Paving & Drainage	0.46	$111,130	91.64	$111,130
STARR	M2140158	North Santa Cruz	Paving, Repaving & Drainage	0.47	$386,938	90.74	$298,044
STARR	M2140107	Zarate	Paving & Drainage	0.12	$28,574	89.78	$28,574

Exhibit A Border Colonias Access Program Third Call
July, 2008
Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
STARR	M2140053	Elias-Fela Solis	Paving & Drainage	0.10	$25,321	89.50	$25,321
STARR	M2140179	Rancho Viejo #2	Paving & Drainage	0.80	$103,216	88.14	$103,216
STARR	M2140173	Rafael Pena	Repaving & Drainage	0.05	$12,261	87.33	$12,261
STARR	M2140049	El Quiote	Paving, Repaving & Drainage	0.50	$125,265	87.31	$125,265
STARR	M2140166	Olmito 1 & 2	Paving & Drainage	0.50	$119,354	87.24	$119,354
STARR	M2140052	El Socio	Paving & Drainage	0.33	$80,769	87.23	$80,769
STARR	M2140155	Nina	Paving & Drainage	0.42	$100,726	84.48	$100,726
STARR	M2140180	Rancho Viejo #3	Paving & Drainage	0.28	$69,738	83.79	$69,738
STARR	M2140202	Santa Cruz #2	Paving & Drainage	0.14	$134,793	83.79	$89,468
STARR	M2140191	Salineno South	Paving & Drainage	0.66	$443,212	83.60	$443,212
STARR	M2140160	Northwest Industrial Park	Paving	0.15	$121,621	83.40	$75,000
STARR	M2140015	Buena Vista	Paving & Drainage	0.21	$51,441	81.71	$51,441
STARR	M2140062	Falconaire	Paving & Drainage	0.20	$129,380	81.07	$129,380
STARR	M2140120	Los Barreras, North	Paving & Drainage	0.13	$26,939	80.93	$26,939
STARR	M2140207	Share 52	Paving & Drainage	0.46	$345,982	80.78	$230,000
STARR	M2140131	Margarita	Paving & Drainage	0.17	$51,773	79.59	$51,773
STARR	M2140007	Amada Acres	Paving & Drainage	0.06	$13,865	79.50	$13,865
STARR	M2140103	La Paloma Ranchettes	Paving & Drainage	1.12	$267,852	79.00	$267,852
STARR	M2140087	Indio Subdivision #2	Paving & Drainage	0.13	$69,695	78.98	$69,695

Exhibit A Border Colonias Access Program Third Call
July, 2008
Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
STARR	M2140203	Santa Cruz Industrial Park	Paving	0.22	$165,638	78.87	$110,000
STARR	M2140097	La Esperanza	Paving, Repaving & Drainage	1.03	$278,944	78.09	$278,944
STARR	M2140177	Ranchitos del Norte	Paving & Drainage	1.19	$319,809	76.09	$319,809
STARR	M2140110	Las Palmas	Paving & Drainage	0.03	$8,206	75.91	$8,206
STARR	M2140161	Rivereno	Repaving	0.10	$23,142	75.20	$23,142
STARR	M2140153	Narciso Pena	Repaving & Drainage	0.08	$18,447	75.19	$18,447
STARR	M2140167	Pablo Pena	Repaving	0.14	$33,452	70.61	$33,452
STARR	M2140011	B&E	Paving & Drainage	0.79	$194,941	64.81	$194,941
STARR	M2140045	El Cenizo	Repaving & Drainage	0.55	$151,680	63.51	$151,680
STARR	M2140059	Eugenio Saenz	Paving & Drainage	0.10	$24,450	60.44	$24,450
STARR	M2140143	Mirador	Paving & Drainage	0.30	$142,220	55.56	$142,220
STARR	M2140233	Roma Creek #1, 2 & 3	Paving & Drainage	0.16	$93,416	55.45	$93,416
STARR	M2140105	La Puerta #2	Paving & Drainage	0.34	$91,003	100.00	$91,003
STARR	M2140158	North Santa Cruz	Paving & Drainage	0.63	$515,192	90.74	$407,300
STARR	M2410011	B&E	Paving & Drainage	0.18	$49,028	89.81	$49,028
STARR	M2140045	El Cenizo	Repaving & Drainage	0.12	$31,229	88.51	$27,709
TERRELL	M0240006	Sanderson	Drainage	1.27	$1,936,503	57.41	$936,503
VAL VERDE	M2330018	Rancho del Rio	Paving	1.10	$472,932	76.28	$472,932
VAL VERDE	M2330019	Rise Estates	Paving	4.07	$1,327,093	76.18	$984,721
WEBB	M2400009	D-5 Acres	Paving	0.60	$79,711	55.66	$79,711
WEBB	M2400048	Ranchitos Penitas West	Paving & Drainage	6.30	$6,884,294	53.91	$1,575,202
WILLACY	M2450003	Colonia Los Angeles	Paving & Drainage	0.10	$80,000	83.41	$80,000

Exhibit A Border Colonias Access Program Third Call
July, 2008
Allocation Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
WILLACY	M2450005	Hugh Terry Subdivision	Paving & Drainage	0.10	$50,000	77.84	$50,000
WILLACY	M2450014	Sebastian	Repaving & Drainage	0.53	$119,327	71.26	$119,327
WILLACY	M2450006	Lasara	Repaving & Drainage	0.30	$119,327	69.49	$119,327
ZAPATA	M2530032	Siesta Shores	Paving & Drainage	3.70	$2,078,366	77.66	$2,023,540
ZAVALA	M2540008	La Pryor	Paving	1.25	$202,028	78.96	$202,028
ZAVALA	M2540002	Batesville	Repaving	0.58	$104,401	72.29	$104,401
ZAVALA	M2540006	Chula Vista	Repaving	0.65	$118,571	69.25	$118,571
					Total Allocation Cost:		**$42,348,706**

Exhibit A Border Colonias Access Program Third Call
July, 2008
Competitive Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
MAVERICK	M1620042	Las Quintas Fronterizas	Paving, Repaving & Drainage	3.85	$3,542,428	98.63	$3,287,197
MAVERICK	M1620064	Siesta Acres	Repaving	3.55	$672,200	90.00	$672,200
CAMERON	M0310121	Ranchito	Paving, Repaving & Drainage	2.15	$927,256	89.92	$927,256
MAVERICK	M1620072	Loma Bonita	Paving, Repaving & Drainage	11.41	$5,653,231	89.75	$5,653,231
DUVAL	M0660001	Benavides	Paving, Repaving & Drainage	5.29	$2,888,904	89.51	$2,695,000
HIDALGO	M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$896,462	89.39	$197,849
HIDALGO	M1080470	Monica Acres	Paving & Drainage	0.15	$108,698	88.75	$108,698
PRESIDIO	M1890009	Presidio	Paving & Drainage	2.94	$1,708,465	88.54	$1,708,465
PRESIDIO	M1890009	Presidio (Central/East)	Paving & Drainage	4.86	$2,177,868	88.54	$2,177,868
STARR	M2140045	El Cenizo	Repaving & Drainage	0.12	$31,229	88.51	$3,520
STARR	M2140104	La Puerta	Paving & Drainage	0.34	$87,360	88.25	$87,360
HIDALGO	M1080465	Miller Resub Lot A	Paving, Repaving & Drainage	0.16	$137,003	88.25	$137,003
STARR	M2140224	Victoria Vera	Paving & Drainage	0.25	$62,098	88.10	$62,098
STARR	M2140037	E. Lopez	Paving & Drainage	0.52	$137,727	88.09	$137,727
HIDALGO	M1080220	Delta West Subdivision	Paving & Drainage	0.76	$355,569	88.00	$355,569
STARR	M2140178	Rancho Viejo #1	Repaving & Drainage	0.12	$33,546	87.50	$33,546
STARR	M2140173	Rafael Pena	Repaving & Drainage	0.1	$30,418	87.33	$30,418
STARR	M2140052	El Socio	Paving & Drainage	0.31	$83,224	87.23	$83,224

Exhibit A Border Colonias Access Program Third Call
July, 2008
Competitive Portion

County	TWDB ID #	Colonia name	Project Description	Project Length (mi)	Requested Project Cost	Total Score	Eligible Project Cost
VAL VERDE	M2330001	Amistad Acres	Paving, Repaving & Drainage	1.42	$774,876	87.23	$774,876
CAMERON	M0310026	Cameron Park	Repaving & Drainage	8.39	$11,119,644	87.01	$6,617,667
MAVERICK	M1620025	El Pueblo Nuevo	Paving, Repaving & Drainage	4.65	$3,372,170	86.71	$3,372,170
HIDALGO	M1080228	Diaz Subdivision	Repaving & Drainage	0.13	$64,595	86.60	$64,595
HOGG	M1240003	Las Lomitas A	Paving	1.09	$405,682	86.24	$405,682
HIDALGO	M1080460	Mesquite Acres Subdivision	Repaving & Drainage	0.26	$224,170	86.07	$224,170
CAMERON	M0310087	Las Palmas	Paving, Repaving & Drainage	3.47	$1,903,243	85.45	$1,903,243
HIDALGO	M1080780	Vereda Tropical	Repaving & Drainage	0.24	$144,967	85.42	$144,967
STARR	M2140227	Villarreal	Paving & Drainage	0.64	$155,960	84.92	$155,960
WEBB	M2400058	Rio Bravo Annex	Repaving & Drainage	6.20	$2,400,000	84.81	$629,735
					Total Competitive Cost:		**$32,651,294**

INTERNET ADDRESS:
http://www.txdot.gov

AGENDA

TEXAS TRANSPORTATION COMMISSION

Dillard College of Business
Administration Building Auditorium
Room 101
Hampstead Lane at Council Drive
Wichita Falls, Texas

THURSDAY
July 31, 2008

9:00 A.M. CONVENE MEETING

Receive comments from area public officials, community and civic leaders, and private citizens. Report by the Wichita Falls District.

1. **Approval of Minutes** of the June 26, 2008 regular meeting of the Texas Transportation Commission

2. **Discussion Item**
   Legislative Appropriations Request for FY 2010-2011

3. **Public Transportation**
   a. **Brazoria and Galveston Counties** – Award Federal §5304 planning funds to the City of Galveston for a planning study regarding system consolidation (MO)
   b. **Various Counties** – Award §5309 Federal Discretionary Funds and award transportation development credits to Urban and Rural Transportation Providers for the Replacement of Public Transportation Vehicles (MO)

4. **Promulgation of Administrative Rules** Under Title 43, Texas Administrative Code, and the Administrative Procedure Act, Government Code, Chapter 2001:
   Final Adoption
   Chapter 15 – Transportation Planning and Programming (MO)
   Amendments to §15.170, Purpose, §15.171, Definitions, §15.172, Applicability, and §15.173, State Highway Improvement Projects, (State Highway Projects Financed Through the Issuance of Bonds and Other Public Securities)

5. **Transportation Planning**

a. Approve the issuance of bonds and/or other obligations to refund the Central Texas Turnpike System First Tier Revenue Bonds, Series 2002-B (Weekly Rate Demand Bonds) (MO)Deferred

b. **Collin, Dallas and Denton Counties** –Approval to authorize additional projects with CONSTRUCT authority under work program created by Minute Order 111215 and concurrence in the selection of those projects by the Regional Transportation Council. Projects are to be funded with payments received from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County (MO)

c. **Travis County** –Approval of a work program to authorize the extension of Howard Lane from Cameron Road to SH 130 with CONSTRUCT authority, to be funded with payments received from SH 130 Concession Company, LLC for the right to develop, finance, design, construct, operate, and maintain the SH 130 toll project from US 183 in Travis County to I-10 in Guadalupe County (MO)

d. **Various Counties** – Approve appointment of one member to the Grand Parkway Association Board of Directors (MO)

e. **Various Counties** – Approve projects for the Border Colonias Access Program (MO)

f. **Various Counties** – Amend the 2007 Statewide Preservation Program to authorize CONSTRUCT authority for multiple bridge structures in Category 6, Structures Replacement and Rehabilitation (MO)

6. **Toll Road Projects**

Travis and Williamson Counties – Accept the General Engineering Consultant quarterly progress report as of May 31, 2008 for the Central Texas Turnpike System (MO)

7. **Finance**

Accept the Quarterly Investment Report as of May 31, 2008 as required by the Public Funds Investment Act (MO)

8. **Traffic Operations**

Approve funding for the 2009 Highway Safety Plan (MO)

9. **Strategic Plan**

Approve the text of the "public" version (complementing the Legislative Budget Board's template version) of the Texas Department of Transportation's 2009-2013 Strategic Plan (MO) Deferred

10. **Transportation Enhancements**

Dallas County – Amend the 2007 Statewide Mobility Program to authorize the department to participate in a portion of the funding for the Woodall Rodgers Deck Plaza in the Dallas District in Category 9, Transportation Enhancements Program (MO)

11. **Contracts**

a. **Award or Reject Highway Improvement Contracts**

(1) **Highway Maintenance and Department Building Construction** (see attached itemized list) (MO)

(2) **Highway and Transportation Enhancement Building Construction** (see attached itemized list) (MO)

12. **Routine Minute Orders**

a. **Donations to the Department**

(1) **Bridge Division** – Consider a donation from the American Iron and Steel Institute for reimbursement of a department employee's travel expenses related to attending the Bridge Task Force Meeting which is being held in Washington, D.C. from August 6 – 8, 2008 (MO)

(2) **Construction Division** – Acknowledge a donation from the National Institute for Certification in Engineering Technologies for department employee's travel expenses to participate in the Certification Program Development Committee Meeting which was held in Alexandria, Virginia from July 1 – 2, 2008 (MO)

(3) **Lubbock District** – Consider a donation from XNO Development, LLP to accelerate a portion of a larger project. The larger project is approximately $20 million, which includes widening of Loop 289 from four lanes to six lanes, reconstruction of the SH 114 interchange, and the reversal of access ramps on the west side of Loop 289 between SH 114 and 34th Street (MO)

b. **Eminent Domain Proceedings**

Various Counties – noncontrolled and controlled access highways (see attached itemized list) (MO)

c. **Finance**

Accept the quarterly cash report for the period ending May 31, 2008 (MO)

d. **Highway Designations**

(1) **El Paso County** – Designate a new location as State Spur 276 (MO)

(2) **Wilson County** – Extend the designation of FM 1346 along a new location from the intersection of US 87, west of LaVernia, southeast to FM 775 (MO)

e. **Load Zones & Postings**

Various Counties – Revise load restrictions on the state highway system:

(1) **Roadways** (MO)

(2) **Bridges** (MO)

12. **Routine Minute Orders (continued)**

f. **Right of Way Dispositions and Donations**

(1) **Bell County** – US 190, south side, east of Nolanville, 0.57 mile west of FM 2410 – Consider the correction of MO 111227 (MO)

(2) **Bexar County** – FM 1976 at Gibbs-Sprawl Road in San Antonio – Consider the quitclaim of surplus right of way to the county (MO)

(3) **Cameron County** – Park Road 100 at Bay Walk Street on South Padre Island – Consider the correction of MO 111273 (MO)

(4) **Dallas County** – I-30 between Griffin Street and Ervay Street in Dallas – Consider the correction of MO 111275 (MO)

(5) **Dallas County** – I-30 north of Griffin Street in Dallas – Consider the sale of surplus right of way (MO)

(6) **Fort Bend County** – SH 99 north of SH 90A west of Sugar Land – Consider the correction of MO 109558 (MO)

(7) **Harris County** – I-10 at Barker Cypress Road – Consider the sale of surplus access rights (MO)

(8) **Lampasas County** – US 281 between US 183 and the Burnet County line - Consider the donation of land for a highway improvement project (2 MOs)

(9) **San Patricio County** – US 181 at SH 188 east of Sinton – Consider the quitclaim of surplus right of way (MO)

(10) **Tarrant County** – I-30 at Collins Street in Fort Worth – Consider the exchange of right of way (MO)Deferred

(11) **Wichita County** – Loop 473 at Rathgeber Road in Wichita Falls – Consider the sale of surplus right of way (MO)

g. **Speed Zones**

Various Counties – Establish or alter regulatory and construction speed zones on various sections of highways in the state (MO)

13. **Executive Session** Pursuant to Government Code, Chapter 551, **Section 551.071** Consultation with and advice from legal counsel on any item on the agenda

OPEN COMMENT PERIOD – At the conclusion of all other agenda items, the commission will allow an open comment period, not to exceed one hour, to receive public comment on any other matter that is under the jurisdiction of the commission. No action will be taken. Each speaker will be allowed a maximum of three minutes. Speakers must be signed up prior to the beginning of the open comment period.

ADJOURN

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NOTE:
Enumerated agenda items are assigned numbers for ease of reference only, and will not necessarily be considered by the commission in that particular order. Items identified with (MO) for minute order are those upon which the commission is considering an action.

Persons with special needs or disabilities who plan to attend this meeting and require auxiliary aids or services are requested to contact Dee Hernandez at (512) 305-9536 at least three working days prior to the meeting so that appropriate arrangements can be made.

TEXAS TRANSPORTATION COMMISSION MEETING
ATTACHED LISTS
JULY 31, 2008

HIGHWAY MAINTENANCE AND DEPARTMENT BUILDING CONSTRUCTION – STATE LET [AGENDA ITEM 11.a.(1)]

DIST	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING PROJECT NO.
BMT	JASPER	US 96	RMC-617527001
BMT	JEFFERSON	US 69	RMC-616441001
BMT	JEFFERSON	US 69	RMC-617873001
BMT	JEFFERSON	US 69	RMC-617883001
DAL	COLLIN	US 75	RMC-617573001
DAL	COLLIN	US 75	RMC-617589001
DAL	COLLIN	US 75	RMC-617705001
DAL	COLLIN	US 75	RMC-617719001
PAR	LAMAR	FM 2820	RMC-617918001
TYL	SMITH	US 69	RMC-617944001
TYL	SMITH	US 271	RMC-617994001
TYL	VAN ZANDT	SH 64	RMC-617941001

HIGHWAY AND TRANSPORTATION ENHANCEMENT BUILDING CONSTRUCTION – STATE LET [AGENDA ITEM 11.a.(2)]

DIST	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING PROJECT NO.
ABL	HASKELL	CR	BR 2007(470)
ABL	TAYLOR	FM 89	BR 2008(722)
AMA	ARMSTRONG	US 287	NH 2008(724)
AMA	DALLAM	US 87	NH 2008(723)
AMA	POTTER	US 87	BR 2008(765)
AMA	RANDALL	IH 27	IM 0278(038)
ATL	CASS	CR	BR 2007(634)
AUS	CALDWELL	FM 2001	STP 2008(726)
AUS	CALDWELL	FM 86	BR 2006(591)
AUS	HAYS	IH 35	IM 0353(267)

HIGHWAY AND TRANSPORTATION ENHANCEMENT BUILDING
CONSTRUCTION – STATE LET [AGENDA ITEM 11.a.(2)]

DIST	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING PROJECT NO.
CRP	BEE	CR	BR 2005(142)
CRP	BEE	US 59	NH 2008(729)
CRP	SAN PATRICIO	IH 37	HP 2008(728)
DAL	DALLAS	SH 114	NH 2008(732)
DAL	DALLAS	VA	NH 2008(734)
DAL	DENTON	IH 35E	IM 0356(408)
DAL	NAVARRO	IH 45	CC 93-1-81
ELP	EL PASO	LP 375	NH 2008(254)
ELP	EL PASO	VA	CM 2008(736)
FTW	ERATH	CS	STP 2007(843)
FTW	ERATH	US 67	NH 2008(562)
FTW	JACK	US 380	STP 2008(731)
FTW	JACK	US 380	STP 2008(739)
FTW	JOHNSON	FM 2331	STP 2008(720)
FTW	JOHNSON	FM 3391	STP 2008(746)
FTW	JOHNSON	SH 171	CC 365-3-39
FTW	TARRANT	BU 287P	NH 2008(743)
FTW	WISE	FM 1655	STP 2008(745)HES
FTW	WISE	US 380	NH 2008(741)
HOU	HARRIS	BS 146D	BR 2008(747)
HOU	HARRIS	CS	STP 2000(590)TE
HOU	HARRIS	CS	STP 2002(152)TE
HOU	HARRIS	CS	BR 2005(26)
HOU	HARRIS	VA	HP 2008(748)
HOU	MONTGOMERY	FM 830	STP 2008(583)
ODA	REEVES	IH 20	IM 0201(171)
PAR	GRAYSON	US 69	BR 2008(752)
PHR	STARR	US 83	CBI 2008(337)

HIGHWAY AND TRANSPORTATION ENHANCEMENT BUILDING CONSTRUCTION – STATE LET [AGENDA ITEM 11.a.(2)]

DIST	COUNTY NAME	HIGHWAY NUMBER	CONTROLLING PROJECT NO.
SAT	BEXAR	FM 3351	STP 2008(754)
SAT	BEXAR	IH 35	IM 0352(326)
WAC	BELL	US 190	NH 2008(762)
WAC	HILL	FM 66	STP 2008(755)
WAC	MCLENNAN	CR	BR 2006(643)
YKM	AUSTIN	SH 159	BR 2008(756)
YKM	WHARTON	US 59	NH 2008(431)

EMINENT DOMAIN - [AGENDA ITEM 12.b.]
NONCONTROLLED ACCESS

COUNTY	HIGHWAY	EXHIBIT	ACCOUNT	PARCEL
Brooks	US 281	8	0255-04-081	12
Dallas	SH 183	19	0094-03-099	14
Dallas	SH 183	4	0094-03-098	53
Denton	FM 423	20	1567-02-029	14
Denton	FM 423	1	1567-02-029	27
Denton	FM 720	13	1567-01-032	10
Denton	FM 720	2	1567-01-032	11
Denton	FM 720	3	1567-01-032	13
Denton	FM 720	15	1567-01-032	14
Denton	FM 720	5	1567-01-032	24
Denton	FM 720	6	1567-01-032	5
Denton	FM 720	17	1567-01-032	53
Denton	FM 720	7	1567-01-032	7
Denton	FM 720	18	1567-01-032	84
El Paso	FM 76	9	0674-01-058	36
Hill	FM 933	14	1190-01-038	1
Hill	FM 933	16	1190-01-038	2
Tarrant	SH 26	10	0363-01-123	115
Tarrant	SH 26	11	0363-01-123	153
Tarrant	SH 26	12	0363-01-123	164

CONTROLLED ACCESS

COUNTY	HIGHWAY	EXHIBIT	ROW CSJ NO.	PARCEL
Caldwell	SH 130	O	3583-01-002	1620
Caldwell	SH 130	P	3583-01-002	1832
Caldwell	SH 130	M	3583-01-002	516
Caldwell	SH 130	N	3583-01-002	604
Dallas	SH 183	G	0094-03-099	13
Dallas	SH 183	C	0094-03-099	36
Dallas	SH 183	Q	0094-03-099	52
Dallas	SH 183	D	0094-03-098	72
Dallas	SH 183	E	0094-03-098	8
Hill	IH 35	B	0014-07-094	12
Hill	IH 35	A	0014-07-094	13
Hill	IH 35	F	0014-07-094	15
Hill	IH 35	H	0014-07-094	39
Travis	SH 130	K	0440-06-008	1506
Travis	SH 130	L	0440-06-008	1546E
Travis	SH 130	I	0440-06-008	449
Travis	SH 130	J	0440-06-008	450

AI-10322 **16.A.**

Appointment for the Planning Committee
CC REGULAR

Date: 08/05/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Appointment of member to the Hidalgo County Subdivision Advisory Board

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/30/2008 07:43 AM	APRV
2	Dale Kennan	Dale Kennan	07/30/2008 07:56 AM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 02:52 PM	APRV
4	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
5	Court Administrator	Angela Garcia	07/31/2008 04:13 PM	APRV

Form Started By: Yolanda Cisneros — Started On: 07/25/2008 12:39 PM

Final Approval Date: 07/31/2008

AI-10326 **17.A.**

Status Report #2 & #3 for Anzalduas Boat Ramp project Pct. 3
CC REGULAR

Date: 08/05/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #3

Information

CAPTION

Approval of status report no. 2 & status report no. 3 to the Texas Parks and Wildlife Dept. for the Anzalduas Boat Ramp Reconstruction Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact. Approval of status report only.

Attachments

Link: 2
Link: 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 07:42 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/31/2008 07:58 AM	APRV
3	Erika Reyna	Erika Reyna	07/31/2008 08:20 AM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 04:25 PM	APRV
5	Mike Escaname		08/01/2008 05:12 PM	NEW
Form Started By: Monica Badillo			Started On: 07/25/2008 05:11 PM	
Final Approval Date: 08/01/2008				

For TPWD use only	
Projects:	
Fiscal:	

For TPWD use only	
FY Funded:	
Exp:	

Quarterly Status Report

Texas Local Park Grants

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with *.* Please refer any questions to the Recreation Grants Branch: (512) 389-8224 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name:

ANZALDUAS BOAT RAMP RECONTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOLGLE

City: MISSION State: TX Zip: 78574

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by (*if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group):

VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? [x] Yes [ ] No

* Reporting Quarter:

- [ ] January 1 – March 31
- [ ] April 1 – June 30
- [ ] July 1 – September 30
- [x] October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report

I. Pre-construction documentation

* Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement, i.e., Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? [x] Yes [ ] No

If **NO**, please provide an explanation.

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? [x] N/A [ ] Yes [ ] No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? [ ] Yes [ ] No
3. Have you submitted plans and specifications to TPWD for review? [x] Yes [ ] No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? [ ] Yes [x] No
5. Has the Temporary Project Sign been installed? [x] Yes [ ] No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? [x] Yes [ ] No
7. If you have completed items 1 through 4 above, is construction underway? [x] Yes [ ] No

   Outline the construction progress of the project elements.

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 11/2008
2. Have you experienced any unforeseen delays? [ ] Yes [x] No

   If **YES**, please explain.

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? [ ] Yes [x] No

If **YES, the project sponsor must submit a signed request under separate cover.**

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

For TPWD use only
Projects: _____
Fiscal: _____

For TPWD use only
FY Funded: _____
Exp: _____

Quarterly Status Report
Texas Local Park Grants

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with *.* Please refer any questions to the Recreation Grants Branch: (512) 389-8224 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name:
ANZALDUAS BOAT RAMP RECONTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOLGLE

City: MISSION State: TX Zip: 78574

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by (*if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group):
VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? [x] Yes [ ] No

* Reporting Quarter:

- [x] January 1 – March 31
- [ ] April 1 – June 30
- [ ] July 1 – September 30
- [ ] October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report

I. Pre-construction documentation

* Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement, i.e., Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? [x] Yes [ ] No

If **NO**, please provide an explanation.

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? [x] N/A [ ] Yes [ ] No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? [ ] Yes [ ] No
3. Have you submitted plans and specifications to TPWD for review? [x] Yes [ ] No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? [ ] Yes [x] No
5. Has the Temporary Project Sign been installed? [x] Yes [ ] No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? [x] Yes [ ] No
7. If you have completed items 1 through 4 above, is construction underway? [x] Yes [ ] No

   Outline the construction progress of the project elements.

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 11/2008
2. Have you experienced any unforeseen delays? [ ] Yes [x] No

   If **YES**, please explain.

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? [ ] Yes [x] No

If **YES, the project sponsor must submit a signed request under separate cover.**

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

AI-10405 **17.B.**

Interlocal with City of La Joya & Mission
CC REGULAR

Date: 08/05/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and the City of La Joya.
2. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and the City of Mission.

BACKGROUND

La Joya city and County--> Alex Street extending from US 83 south to Fifth Street.
Mission city and County-->Schuerbach Road and Old Military Road

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary impact. The county will participate by providing labor and equipment only.

Attachments

Link: Interlocal City of La Joya
Link: Interlocal City of Mission

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:13 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/01/2008 08:46 AM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 02:59 PM	APRV
4	Purchasing Department		08/01/2008 05:12 PM	NEW
Form Started By: Norma Ceballos			Started On: 07/31/2008 10:08 AM	
Final Approval Date: 08/01/2008				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MISSION
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the _____ day of _____, 2008, by and between the CITY OF MISSION, hereinafter referred to as "City", and the COUNTY OF HIDALGO, TEXAS; hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Mission is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake road improvements to Schuerbach Road a distance of One Thousand Six Hundred and Thirty Feet (1,630') as new construction, Old Military Road a distance of Seven Thousand Seven Hundred and Eighty Feet (7,780') with new overlay and Eight Hundred and Forty Feet (840') of new road construction south of Naba Park, more particularly described in Exhibit "A" attached hereto (collectively the "Road Improvements");

WHEREAS, the Road Improvements along Schuerbach Road and Old Military Road are within the jurisdiction of County and the new road south of Naba Park is within the jurisdiction of City;

WHEREAS, the Road Improvements described in Exhibit "A" serve as connecting links and integral parts of the County road system and the Road Improvements are in the best interest of the County;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and

Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to coordinate efforts in making the Road Improvements as described herein.

2. The County agrees it is in its best interest to make the Road Improvements and that the roads serve as connecting links or integral parts of the County road system.

3. The County agrees to provide all labor and equipment necessary to complete the Road Improvements described herein.

4. The City agrees to provide all materials and engineering necessary to complete the Road Improvements described herein.

5. County and City will, to the extent reasonably possible, follow the County's standard specifications in reconstruction and overlay improvements unless otherwise agreed in writing by both parties.

6. The parties agree that City and County will each inspect and accept the Road Improvements prior to declaring such work completed.

7. The parties further agree that upon completion of the Road Improvements, each party shall be responsible for the maintenance and operation of the Road Improvements that lie within their respective jurisdictions and shall release the other party of any and all obligations pertaining to the Road Improvements so long as any portion of the work remains within their respective jurisdiction.

8. The City and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Road Improvements no later than 180 days from execution of this Agreement.

9. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

10. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or

provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

11. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Mission:	City of Mission Attention: Mayor Norberto Salinas 1201 E. 8th Street Mission, Texas 78572
If to County:	County of Hidalgo Attention: County Judge J.D. Salinas, III P.O. Box 758 Edinburg, Texas 78540-0758
with copy to:	Commissioner, Precinct No.3 P.O. Box 607 Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Assignment.** This Agreement shall not be assignable.

18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

21. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

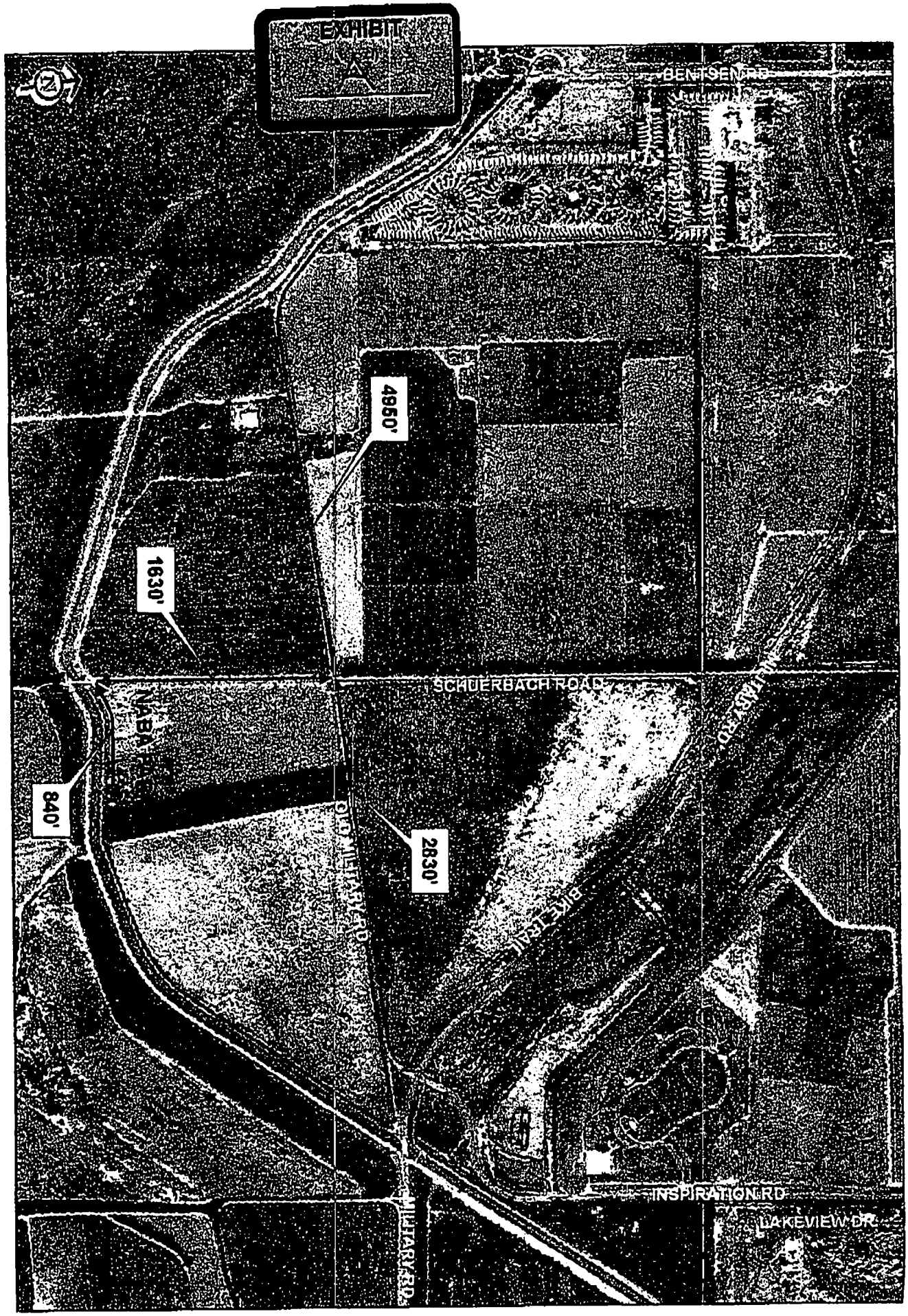
ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain


EXHIBIT
A
BENTSEN RD
4850'
1630'
SCHUERBACH ROAD
NABA RD
840'
OLD MILITARY RD
2830'
INSPIRATION RD
LAKEVIEW DR
MILITARY RD

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF LA JOYA, TEXAS

THIS Agreement is made on this the _____ day of _____, 2008, by and between the **CITY OF LA JOYA, TEXAS,** hereinafter referred to as "La Joya" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, La Joya is a General Law A municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, La Joya and County entered into a similar agreement on January 14, 2008 in which La Joya desired to seek assistance from the County to make improvements to Alex Street extending from U.S. 83 south to Fifth Street, a distance of approximately 1,600 feet in length (the "Street");

WHEREAS, the original agreement expired upon its own terms before the Street improvements were completed;

WHEREAS, County now desires to re-enter into an Agreement with La Joya in order to complete the work to the Street as described herein;

WHEREAS, County agrees it is in its best interest to provide such assistance to La Joya because the Street, located one half within the La Joya city limits and one half within the County limits, in an improved state, will offer a public benefit to County residents;

WHEREAS, La Joya and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, La Joya and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to assist La Joya in the Street improvements by providing labor and equipment necessary for the construction and paving of the Street;

2. La Joya agrees to provide all necessary materials and supplies for the Street improvements, including but not limited to, caliche base, subgrade, sealant and striping, to complete the work.

3. La Joya shall also be responsible for all costs associated with engineering and surveying necessary for the Street improvements.

4. County shall review all specifications and plans for the Street improvements and shall not provide labor or equipment until such plans are approved by the County Planning Department.

5. La Joya and County shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Street and will use their best efforts to complete the project within one hundred and eighty (180) days of the date of this Agreement.

6. Following completion of the work described herein, the parties agree La Joya shall be responsible for the maintenance of the Street so long as the Street remains partially or wholly within the city limits.

7. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

9. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

10. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement.** This Agreement contains the entire contract between the parties

hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and La Joya, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to La Joya:	City of La Joya 100 W Expressway 83 La Joya, TX 78560
If to County:	Hidalgo County, Texas Attention: J.D. Salinas, III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe Flores, Commissioner, Precinct No. 3 PO Box 607 Mission, Texas 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Assignment.** This Agreement shall not be assignable.

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

19. **Authority to Execute.** The execution and performance of this Agreement by La Joya and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of La Joya and County in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF LA JOYA

_____

William "Billy" Leo, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-10335 **18.A.5.**

Hidalgo County Pool of Professional Services-Request for Acceptance of Expansion of Real Estate Appraisers

CC REGULAR

Date: 08/05/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Presentation for consideration and acceptance of the additional firms submitting Statements of Qualifications (as listed on the RFQ Acceptance Sheet attached hereto) for inclusion to the "pool" of pre-qualified firms eligible for selection through the County's protocol of grading & evaluating for ranking by CC and negotiation of a contract on an "as needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

1. Expansion of Real Estate Appraisers-RFQ No. 2008-140-07-09-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fiscal impact cannot be determined at this time in as much as CC needs to approve the request for expansion of professional services, scope of services and any applicable procurement process. Fiscal impact is determined at the time the contract negotiations begin with any particular firm (vendor).

Attachments

Link: acceptance sheet and participation log

Form Routing/Status

Form Started By: Olga Montero Started On: 07/28/2008 03:50 PM

Final Approval Date: 08/01/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ ACCEPTANCE DATE: July 09, 2008 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: EXPANSION Real Estate Appraisers

RFQ NO: 2008-140-07-09-otm

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	Executive Appraisals c/o Ramon A. Olivarez, General Mngr. PO BOX 1016 San Juan, Tx 78589	√	
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: July 09, 2008 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: Expansion "Real Estate Appraisers"-Hidalgo County

RFQ NO: 2008-140-07-09-otm

	NAME OF SUBMITTER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	Aranda & Associates	mail	OLGA T. MONTERO	6-23	1552 Dove Avenue McAllen, Texas 78504 631-0944 631-0992 Fax
02.	Triple "R" Realty & Appraisal Service, Inc.	Mail	OLGA T. MONTERO	6-23	121 W. Samano Street Edinburg, Texas 78539 380-0397 380-0410 Fax
03.	Sroggin Appraisal Services 668-7478 // 668-1728 fax	mail	Olga T.Montero	6-23	1124 Pecan Bldv Mcallen Texas 78501
04.	Executive Appraisals	mail	Olga T. Montero	6-23	Po Box 5523 Mcallen Texas 78502
05.	Perez Appraisal Service	mail	Olga T. Montero	6-23	6901 N. 34th Street McAllen Texas 78501
06.	S & R Appraisal	mail	Olga T. Montero	6-23	10800 North Ware Rd' McAllen Texas 78504
07.	Trevino Real Estate Appraisal Service	mail	Olga T. Montero	6-23	1023 S. 14th Street Edinburg Texas 78539
08.	Spectrum Appraisals	mail	Olga T. Montero	6-23	924 W. Nolana Rd Ste A Pharr Texas 78577 (956) 283-8730
09.	Sunrise Appraisal Company	mail	Olga T. Montero	6-23	7308 N. 32nd St McAllen Texas 78501 (956) 994-8488
10.	Alliance Realty Malcolm Willey (936) 756-7171	mail	Olga T. Montero	fed ex	3828 Davis Ste 314 Conroe Texas 77304
11.					
12.					

AI-10354 **18.A.6.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 08/05/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:
1. District Attorney's Office

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1222-412-00-080-006-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

District Attorney's Office- Available Balance as of 7-31-08 $21.70, open PO's pending, PO #603985 & 596927 for Transmontaigne Product Services, Inc. as of 7-31-08.

Attachments

Link: DA Fuel Card Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 04:21 PM	APRV

2	Budget & Management	Veronica Lopez	07/31/2008 07:44 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/31/2008 09:31 AM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 04:26 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Yvette Islas Started On: 07/29/2008 03:31 PM

Final Approval Date: 08/01/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

✓☐**Add Vehicle Card** ☐**Add Driver Pin** ☐**Delete Cancel Card** ☐**Delete/Cancel Driver**

Department:	Hidalgo County District Attorney's Office
Billing Address:	100 N. Closner, Room 303, Edinburg, TX 78539
Fuel Card Manager:	Homer Vasquez
	This person can not have use of the fuel card
Phone Number:	(956) 318-2300
County Email:	roy.cazares@da.co.hidalgo.tx.us
Web user Name:	rcazares **Password:**
Hidalgo Co Acct Number:	8-1222-412-00-080-006-0-682
Requested By:	Roy Cazares for Rene Guerra
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
41VKP5	*2003 Toyota Tacoma*	*3TMJU62N08M066965*	
645ZR5	*2003 Toyota Tacoma*	*3TMJU62N88M067569*	
17WXNS	*2003 Toyota Tacoma*	*3TMJU62NX8M068027*	
~~*81PHS5*~~	~~*2005 Ford F-150 Pickup*~~	~~*1FTRW14W25FA44855*~~	
	I need to replace the present fuel card with the new LP #.		

AI-10403 **18.A.7.**

Approval of Modified bid Specfications for RFB: Hidalgo County-Paving Improvements (Curb-Gutter..) Edinburg, TX

CC REGULAR

Date: 08/05/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval for modified specifications for a request for Bids for: Hidalgo County-Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX.

BACKGROUND

Proposed Schedule of Events:
Advertisements:
1st August 9, 2008
2nd August 16, 2008

Pre-Bid Conference:
August 18, 2008

Bid Openings:
August 27, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $790,539.76 as of 7/31/08.

Attachments

Link: Attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 02:02 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:19 PM	APRV
3	Dale Kennan	Dale Kennan	07/31/2008 05:47 PM	APRV
4	Sergio Cruz	Sergio Cruz	08/01/2008 11:46 AM	APRV

5	Auditor's Office	Linda Fong	08/01/2008 02:47 PM	APRV
6	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Moises Salazar Started On: 07/30/2008 05:19 PM

Final Approval Date: 08/01/2008

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2. Information to Bidders
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4. Bid Bond
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9. Payment Bond
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15. Technical Specifications
    a. Concrete Gutter/Valley Gutter
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    d. Curb and Gutter
    e. Driveway Repair
    f. Sidewalks
    g. Structure, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls and Miscellaneous Structures.

    H. Traffic Control

Bid No: 2008-111B-08-27-MSS	Buyer: MOISES SALAZAR	Tel. No: (956) 318-2626 ext 4863

REQUEST FOR BIDS

HIDALGO COUNTY-
"PAVING IMPROVEMENTS (CURB-GUTTER- SIDEWALKS-GREEN AREAS) AT 201-217 N. CLOSNER, EDINBURG, TX"

BID OPENING DATE:

AUGUST 27, 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 - Administration Building
Edinburg, Texas 78539

Form HCPD-03

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

Bid #	**Bid Description**	**Opening Date:**
2008-111B-08-27-MSS	**Hidalgo County – Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg,TX"**	**August 27, 2008 @ 9:30 a.m.**

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid # 2008-111B-08-27-MSS-" Paving Improvements (Curb-Gutter- Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg,TX" Bids will be accepted until, 9:30 A.M., on Wednesday, August 27, 2008** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Pre-Bid Conference will be held on Monday August 18, 2008 at 2:00 pm at the office of: Hidalgo County Purchasing Department, 2802 S. Business Highway 281, Edinburg, Texas 78539.

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Quintanilla, Headley and Associates, Inc., 124 E. Stubbs Street, Edinburg, TX 78539. Copies of the above documents may be obtained at the office of the Engineer in accordance with the Instruction to Bidders upon the deposit of $100.00 for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 22nd day of July, 2008.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: 2008-111B-08-27-MSS**

1. Sealed bids will be received for **"HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX"-** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2008-111B-08-27-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX"-** and at County's Purchasing Department,with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 27, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2008-111B-08-27-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX " .**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a). Name and address of successful bidder
  b). Name and address of receiving department or official
  c). Purchase Order Number (if any)

  d). Notation - **" HIDALGO COUNTY –PAVING IMPROVEMENTS (CURB-GUTTER-SIDEWALKS-GREEN AREAS)AT 201-217 N. CLOSNER. EDINBURG,TX"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Buisness Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**August 27 ,2008**
Award of Contract	_____ , 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

A. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

B. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

C. . If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all

subcontractors and material men have been paid.

. . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20.Disclosure of Conflict of Interest

. . Effective January 1, 2006, Chapter 176 of the Texas Local Government
. Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting

from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

- Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
- **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY

"HIDALGO COUNTY –PAVING IMPROVEMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS) AT 201-217 N. CLOSNER. EDINBURG,TX "

BID NO.: 2008-11B-08-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-New Administration Building
Mailing/postal Address: 2802 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

Amended 01/13/2006

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

5 **Name of local government officer with whom filer has affilitation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is no: from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7

_____ _____

Signature of person doing business with the governmental entity Date

Amended 01/13/2006

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insuarence policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of the least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500.000.00) per occurance. Coverage should include injury to or death of persons and property damages claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I,_____ , authorized representative for ,_____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.**) OR**

✓ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I,_____ , possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* **Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____.

_____

_____ as Principal

_____and

_____ as Surety, are hereby

held and firmly bound unto _____

_____ as Owner in the penal sum of _____

_____for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors an assigns.

Signed, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

_____

_____

_____

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____

_____ (L.S.)
Principal

_____
Surety

SEAL By: _____

CONTRACT
CONSTRUCTION

This Agreement, entered into this ____ day of _____, **2008** by and between **Hidalgo County** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and _____ , (a corporation) of _____, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County: "HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX"

hereinafter called the project, for the sum of **(** _____ **)** _____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.,** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor: _____
[Signature]

Name of Firm: _____

Address: _____

Fed. I.D. #/S.S. #: _____

STATE OF TEXAS §

COUNTY OF HIDALGO§

This instrument was acknowledged before me on this the_____ day of _____, 2008,

by _____ of and on behalf of _____
(Title) (a corporation)

_____
Notary Public - Signature

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk

COUNTY OF HIDALGO

_____
Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

To: County of Hidalgo
2802 S.Business Hwy 281
Edinburg, Texas

Project: HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG,TX
Bid No. 2008-111B-08-27-MSS

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

Item	Quantity	Unit	Description	Unit Cost	Total
I. Water Distribution System (City of Edinburg)					
1.	1	Ea.	Remove Exist Fire Hydrant	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
2.	1	Ea.	8” x 6” M. J. Tee	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
3.	1	Ea.	6” Valve and Box	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
4.	1	Ea.	Fire Hydrant w/ 40.0 L.F.of 6” DR-18	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents

Total Water Distribution System Improvements: **$** _____

II. Drainage Improvements

1.	52	L.F.	12" R.C.P.	($) Dollars & Cents	($) Dollars & Cents
2.	20	L.F.	8" P.V.C.	($) Dollars & Cents	($) Dollars & Cents
3.	1	Ea.	Tie Into Exist TxDot Inlet	($) Dollars & Cents	($) Dollars & Cents
4.	200	C.Y.	Swale Areas Excavation	($) Dollars & Cents	($) Dollars & Cents
5.	1	L.S.	Erosion Control	($) Dollars & Cents	($) Dollars & Cents
6.	30	L.F.	Cut & Repair Asphalt	($) Dollars & Cents	($) Dollars & Cents
7.	3	Ea	Concrete Headwalls	($) Dollars & Cents	($) Dollars & Cents
8.	1	L.S.	Remove & Dispose of Exist C&G, Concrete, trees and Power poles along Closner Blvd., McIntyre St. & Kuhn St. and within Parking lot.	($) Dollars & Cents	($) Dollars & Cents

Total Drainage Improvements: **$** _____

III. Paving Improvements

1.	1,300	L.F.	18" Curb and Gutter	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
2.	530	L.F.	5' Sidewalk	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
3.	200	L.F.	6.0' Valley Gutter	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
4.	2	Ea.	TxDOT H.C. Ramps	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
5.	6	Ea.	H.C. Ramps	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
6.	5	Ea.	2.0' x 4.0' Concrete Spillways	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents
7.	1	L.S.	Traffic Control	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents

Total Paving Improvements: **$** _____

IV. Landscaping & Irrigation Improvements

1.	1	L.S.	Landscaping & Irrigation (As per plans)	_____ ($ _____) Dollars & Cents	_____ ($ _____) Dollars & Cents

Total Paving Improvements: **$** _____

Total Bid: $_____

Total In Words

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in **150** calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond ($_____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

Name of Firm

Signature

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §
§
County of Hidalgo §

_____, being first duly sworn, deposes and days that:

(1) He is _____, of _____

_____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid in genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

_____
(Title)

Subscribed and sworn to before me this ____
day of _____, 20_____.

_____

_____
(Title)

My Commission expires _____

BONDING AND INSURANCE REQUIREMENTS

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “Bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “Performance Bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “Payment Bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and

_____ hereinafter called the Surety(s),

as Surety(s), are held and firmly bound unto _____

_____ (hereinafter called the Oblige), in the amount of _____

_____ Dollars ($_____) for the payment whereof,

the said Payment and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, 200__, for the _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this, obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200__

ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County Drainage District Number One

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and

_____hereinafter call the Surety(s),

as Surety(s), are held and firmly bound unto _____

_____ (hereinafter called the Oblige), in the amount of _____

_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___ day of _____, 200__, for the _____

_____ Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200_

ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

SEC. 1 - DEFINITIONS

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to contractors. Instructions to Bidders, Form of Bid or Proposal, the signed Agreement, the General and Special conditions of contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of Agreement.

(b) The Owner, the Contractor and the Engineer/Architect are those named as such in the Agreement. They are treated throughout the contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this contract the word "Engineer"/"Architect" is used it shall be understood as referring to the Engineer/Architect of the Owner, acting personally or through assistants duly authorized in writing by the Engineer/Architect.

(d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the Contractor.

(e) The term "Subcontractor" shall mean anyone (other than the contractor) who furnishes at the site, under an Agreement with the contractor, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications, or is desired by the Owner in addition to that work called for in the Drawings and Specifications.

(g) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, Drawings, or Specifications.

SEC. 2 - COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer/ Architect will furnish to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer/Architect, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

SEC. 4 - OWNER OF DRAWINGS

All drawings, Specifications and copies thereof furnished by the Engineer/ Architect shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

SEC. 5 - FAMILIARITY WITH WORK

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract.

SEC. 6 - CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer/Architect shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer/Architect may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 39 hereof

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 7 - MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

SEC. 8 - EMPLOYEES:

The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities shall be provided by the Contractor.

SEC. 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the contract that the particular process or product is patented or is believed to be patented.

SEC. 10 - SURVEYS

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 11 - PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer/ Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

SEC. 12 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and signs and take all necessary precautions for the protection, and safety of the public. He shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer/Architect, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer/Architect. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

SEC. 13 - INSPECTION OF WORK

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified Engineer/Architect, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Not with standing such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Engineer/Architect and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the Specifications, the Engineer's/Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer/Architect timely notice of its readiness for inspection, and if the inspected is by an authority other than the Engineer/Architect of the date fixed for such inspection. Inspections by the Engineer/Architect shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer/Architect, it must, if required by the Contractor's expense, unless the Engineer/Architect has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Engineer/Architect, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 14 - SUPERINTENDENCE

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

SEC. 15 – DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer/Architect, in writing, and the Engineer/Architect shall promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

SEC. 16 - CHANGES IN THE WORK

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly.

All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer/Architect, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra work or change shall be determined as provided in the Agreement.

SEC. 17 - EXTENSION OF TIME

Extension of time stipulated in the Contract for completion of the Work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 23; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his Subcontractors or suppliers, and which were not the result of their fault or negligence.

Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees or by other contractors employed by the Owner, or by any delay in the furnishing of Drawings and necessary information by the Engineer/Architect, or by any other cause which in the opinion of the Engineer/Architect entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or labor disputes.

The Contractor shall notify the Engineer/Architect promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim. The Engineer/Architect shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 18 – CLAIMS

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer/Architect written notice thereof within __7__ days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 19 - DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer/Architect deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, unless the Contractor elects to correct to work.

SEC. 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 21 - SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving 1 days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of reimbursement to be determined by the Engineer/Architect.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within 20 days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5% of the value of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of this creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the Contract, then the Owner, upon the certificate of the Engineer/Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer/Architect.

SEC. 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer/Architect should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity and presentation any sum certified by the Engineer/Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Engineer/Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or material plus reasonable profit and damages.

SEC. 24 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 25 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Sec. 28). He agrees to make no claims against the Owner for damages to the work from any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war or as provided in Sec. 32.

Existing Structure: The Contractor shall, at his own expense immediately make permanent repairs and restore to original condition any and all utility lines, irrigation lines, pipe lines, pavement, or structures that are to remain in place and damaged by the Contractor's equipment or workmen during the performance of work under this contract, or damaged as result of improperly executed work.

Traffic Areas, Driveways, Entrances: All traffic areas, driveways and entrances shall be restored to usable condition at the Contractor's expense as the work progresses. The Contractor shall make every effort to cooperate with the wishes of the individual property owners in providing access to private property along the site of the work.

Detours: The Contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer/Architect in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Materials and equipment shall be stored and the work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than twenty (20) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with applicable traffic control devices in compliance with the Texas MUTCD.

Traffic Control Devices: When any section of the construction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting streets - roads - construction site within the section, standard barricades, adequate warning signs and directional signs. All lights shall be kept burning from sunset to sunrise. If at any time the barricades are not, in the opinion of the Engineer/Architect, sufficient to prevent traffic from entering the closed portions of the street-road- construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer/Architect may direct. When directed by the Engineer/Architect, the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road-construction site as may be necessary to protect the work and safeguard local traffic.

No direct compensation except as specifically provided in these specifications will be made to the Contractor for the work and material involved in constructing and maintaining detours and approaches; furnishing, installing and maintaining barricades, danger, warning, and necessary for the proper direction, safety, and convenience of traffic during the Contract period, as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

SEC. 26 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate referred to in Section 42 hereinafter, any portion of the permanent construction has been satisfactorily completed, an if the Engineer/Architect determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer/Architect shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor there from. The issuance of a certificate of partial completion shall not be constructed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract.

The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond. If any prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer/Architect may determine, unless otherwise provided.

SEC. 27 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The Owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect himself from loss caused by:

(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld, because of them.

No money may be withheld under (b) and (c) above if a payment bond is included in the Contract.

SEC. 28 - CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the OWNER, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by him self or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required.

(a) Statutory Worker's Compensation.
(b) Contractor's Public Liability and Property Damage -

Bodily Injury:		
each person		$
each occurance		$ 1,000,000
		SEE INSTRUCTIONS TO BIDDERS
Property Damage:		
each accident		$
aggregate		$ 1,000,000

SEC. 28 - CONTRACTOR'S INSURANCE Continued

(c) Automobile Public Liability and Property Damage -

Bodily Injury		
each person		$ 300,000
each accident		$ 500,000
		SEE INSTRUCTIONS TO BIDDERS
Property Damage		
each accident		$ 100,000

All policies shall be for not less than the amounts set forth above or stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates and/or copies of policy of such insurance shall be filed with the Engineer/Architect, and shall be subject to his approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a 10 days' written notice of cancellation in favor of the Owner.

SEC. 29 - SURETY BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the Owner may prescribe in the bidding documents and executed by one or more financially responsible sureties. If such bonds are required the premium shall be paid by the Contractor. The Owner may require additional bond if the contract is increased appreciably.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 30 – ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him or to become due to him hereunder, except to bank or financial institution acceptable to the Owner.

SEC. 31 - RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer/Architect, to secure the completion of the various portions of the work in general harmony.

SEC. 32 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such work that render it unsuitable for such proper execution and results.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer/Architect in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS

The Engineer/Architect shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

SEC. 35 - ENGINEER'S/ARCHITECT'S DECISIONS

The Engineer/Architect shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 36 - LAND FOR WORK

The Contractor shall provide as indicated on Drawings No. --N/A and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, right-of-ways for access to same, and such other lands which are designated on the Drawings for the use of the Con tractor. Such lands and right-of-ways shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

SEC. 37 - LAND FOR WORK Continued.....

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 38 - CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste, materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer/Architect will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's/Architect's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Owner can occupy the project for the use for which it was intended.

(b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer/Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or lien which the Owner may be compelled to pay upon adjudication.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within a one year guarantee period from date of acceptance, from the requirements of the Drawings and Specifications, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor's and the Engineer/Architect so certifies, the Owner shall, upon certificate of the Engineer/Architect, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of 6 per cent annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 40 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion.

The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SEC. 41 - SHOP DRAWINGS

The approval of (shop) drawings by the Engineer/Architect shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error which may exist as the contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

SEC. 42 - TESTING

All testing authorized by the Engineer/Architect that meets specification requirements will be paid for by the Owner; however, tests on materials that fail will be billed to and paid for by the Contractor.

SEC. 43 - PAYMENT SCHEDULE

Contractor to submit to the County, Certificate for Payment on or before the 1st of the month. County to reciprocate with payment on or before the 30th of the same month.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 44 - RETAINAGE

Contracts equaling a total amount of $400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less then $400,000.00 will bear a retainage of ten (10) percent (%) on each partial disbursement.

SEC. 45 - OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one workweek.

SEC. 46 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The CONTRACTOR will indemnify and hold harmless the owner and the Engineer/Architect and their agents and employees from any and all claims, damages, losses and expenses, including attorneys fees such attorneys fees shall include the duty to defend, arising out of or resulting from the performance of the WORK, and provided that any such claims, damage, loss or expenses attributable to bodily injury, sickness, death or to any injury to destruction of tangible property, including the loss of use resulting therefrom, is caused in whole or in part by any negligent or willful act or admission of the CONTRACTOR, SUBCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and specifically this indemnification shall extend to any negligent act or admission of owner or owner's agents or employees relating thereto.

*** * * END OF SECTION * * ***

SPECIAL ITEM - PRICE OF MATERIALS AND STATE SALES TAX

In accordance with the Limited Sales Excise and Use Tax Act, Chapter 20, Title 122a, Taxation-General, R.C.S. Texas 1925 and amendment's thereto, all tangible personal property used in public works projects by any county, city, special district, or any other political subdivision of the State is exempt from State and City sales tax where applicable. However, in order to be entitled to this exemption, the contractor's bid as well as the contract between the owner and contractor must segregate and tangible personal property to be included in the project and to be included in the bid price. The amount to be filled in has reference to all of such materials and other tangible property actually incorporated into the final result of the work covered by the contract, all in accordance with the above law.

Tangible personal property means personal property which may be seen, weighed, measured, felt, or touched, or which is in any other manner perceptible to the senses.

After the award of the contract, the owner will upon written request from the contractor furnish the contractor with an exemption certificate from the Texas Limited Sales excise and Use Tax Act, including the local sales and use Tax Act in an amount not exceeding the bid price and the contract price for materials and other tangible personal property. Such written request must contain a statement to the effect that such materials or property have been or will be utilized in the performance of the contract to the full extent of the amount for which a Certificate of Exception is requested. The following forms are suggested for the contractor's request for Certificate of Exemption and the Exemption Certificate:

EXEMPTION CERTIFICATE

TEXAS LIMITED SALES, USE, AND EXCISE TAX

TO: County of Hidalgo **DATE:** _____

RE: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122a Revised Civil Statute of Texas, for the purchase of the tangible personal property described below or on the attached statement, which is made a part hereof and which will be used in connection with the subject contract between the undersigned and _____

_____

_____

Contractor for the following project:

Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The reason that the undersigned is claiming this exemption is that said materials and tangible personal property are to be purchased and will be used in a manner and for a purpose exempt by the terms of said Act from the payment of taxed in that the owner is a county, city, special district, or other political subdivision of the State of Texas, and that such materials and property will be used exclusively in the construction of a public facility by the owner.

The purchaser will be liable for payment of the limited sales and use tax if the purchaser uses the tangible personal property in some manner or for some other use than listed above and shall pay the tax based on the price paid for the tangible personal property.

The description of said property and the amount to be paid therefore are as follows:

(If there is not sufficient space to describe said property, use a separate attachment).

_____

Owner

REQUEST BY CONTRACTOR FOR CERTIFICATE OF

EXEMPTION FROM TEXAS LIMITED SALES, EXCISE

AND USE TAX

Date:_____

To: County of Hidalgo

Re: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner,Edinburg, Texas"

The undersigned contractor hereby requests a Certificate of Exemption from payment of taxes under Chapter 20, Title 122a, Revised Civil Statutes of Texas, in the amount of $_____, which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject project.

The undersigned hereby represent that such materials and property have been or will be utilized in the performance of the contract to the contract to the full extent of the amount for which such Certificate of Exemption is requested.

_____

_____

Contractor

GENERAL CONSTRUCTION AND SPECIFICATIONS

INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

FINAL CLEAN-UP:

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer/Architect. Grounds around any structure shall be dressed to final grade as shown on plans.

EXISTING STRUCTURES:

The plans show the locations of all known surface and sub-surface structures. However, the exact location of gas mains, water mains, conduits, sewers, etc., is unknown and the Owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as necessitates, or requires the building of special work, provision for which is not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

COORDINATION OF PROJECT:

The plans, these specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications and the Engineer/ Architect shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

COOPERATION OF CONTRACTOR

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer/ Architect, his inspectors, and with other contractors in every way possible.

WAGES:

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

MATERIALS - GENERAL:

The materials shall be the best procurable, as required by the plans, specifications and special provisions. The Contractor shall not start delivery of materials until the Engineer/Architect has approved the source of supply. Only materials conforming to these specifications shall be used in the work and such materials shall be used only after approval has been given by the Engineer/Architect and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

MATERIAL STORAGE:

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"OR EQUAL" CLAUSE:

Whenever a material, or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer/Architect.

CONSTRUCTION JOINTS:

Construction joints are to be kept to a minimum number, but when necessary they shall be designated in the plans or upon the approval of the Engineer/Architect. When pouring is stopped, dowels and 6-inch dumbbell Servicized polyvinyl plastic waterstops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

WALL AND FLOOR OPENINGS:

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

All wall and floor openings are to be closed by general Contractor regardless of whether piping or fittings are furnished or installed by others.

PAINTING:

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, gratings, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or Engineer/Architect.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer/ Architect.

Any specific structure, or portions of structure, which provides for occupancy or use by operations, or houses general equipment or supplies; whether structure is masonry or concrete; shall be painted inside and outside as directed by Engineer/Architect. An alkali resisting primer coat shall be first applied followed by two coats of first class oil paint especially prepared for concrete or masonry surfaces. Any questions regarding foregoing shall be clarified to his satisfaction by bidding Contractor before submitting a bid on project. Colors to be selected by Owner or Engineer/Architect.

HARDWARE:

All hardware must be strictly standard first grade, Contractor's choice, and approved by Engineer/Architect.

TELEPHONE CABLES:

Contractor shall notify Southwestern Bell Telephone Co. 24 hours in advance of work in the vicinity of buried telephone cables. No work shall be performed in vicinity of cable except in presence of telephone company representatives.

GAS LINES:

Contractor shall notify Rio Grande Valley Gas Co. 24 hours in advance or work in the vicinity of gas distribution lines and the proper transmission company in the case of transmission gas lines.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued..

RAILROAD CROSSINGS:

Construction methods and materials for railroad crossings shall be in strict compliance with railroad company requirements. No work shall be started on railroad crossings until properly coordinated with the roadmaster 48 hours prior to beginning work.

CANAL CROSSINGS:

Construction methods and materials for canal crossings shall be in strict compliance with water district requirements. No work shall be started on canal right-of-ways until properly coordinated with the water district.

WAGE DETERMINATION

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007
General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX020030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
Carpenter	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00
Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
Mechanic	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00
Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00

Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
Welder	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Technical Specifications

1. Concrete Gutter/Valley Gutter
2. Cast in Place Concrete
3. Concrete Pipe
4. Curb and Gutter
5. Driveway Repair
6. Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls and Miscellaneous Structures.

Concrete Gutter/Valley Gutter

1.1. Description:

Concrete Gutter shall consist of Portland Cement combined concrete gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specifications 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995.

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Cast-In-Place Concrete

Part I. General:

a. Cast-in-place concrete floors and foundations.
b. Floors and slabs on grade.
c. Control, and expansion and contraction joint devices associated with concrete work, including joint sealants.
d. Reinforcing steel bars, wire fabric and accessories.

Part 2. Products:

A. Concrete Materials/Reinforcing Steel:

1. Cement: ASTM C150, Type I - Normal and Type IA - Air Entraining.
2. Fine and Coarse Aggregates: ASTM C33.
3. Water: Clean and not detrimental to concrete.
4. Reinforcing Steel: ASTM A615, 60 ksi yield grade and welded steel fabric: ASTM A185 Plain Type, Plain finish.

B. Accessory Materials:

1. Bonding Agent: Polyvinyl Acetate.
2. Tie Wire: Minimum 16 gage annealed type.
3. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
4. Vapor Barrier: 6 mil thick fabric reinforced plastic film, type recommended for below grade application.

C. Joint Devices and Filler Materials

a. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
b. Construct Joint Devices: Integral galvanized steel formed to tongue and groove profile, knockout holes spaced at 6 inches. ribbed steel spikes with tongue to fit top screed edge.
c. Sealant and Primer: Type as specified in ASTM 1997 Specifications.

Part 3. Concrete Mix

a. Mix and deliver concrete in accordance with ASTM C94.
b. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
c. Provide Concrete to the following criteria:
    1. Compressive Strength (7 days): 2000 psi.
    2. Compressive Strength (28 days): 3000 psi.
    3. Slump: 1 to 4 inches.
    4. Minimum Cement Ratio: 5 sacks/yard.
d. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
e. Use of calcium chloride is prohibited.
f. Use set retarding admixtures during hot weather only when approved by Engineer.
g. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

Part 4. Examination

a. Verify requirements for concrete cover over reinforcement.
b. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

Part. 5. Placing Concrete

a. Place concrete in accordance with ACI 301.
b. Notify Engineer minimum of 24 hours prior to commencement of operations.
c. Ensure reinforcement, inserts, embedded parts, formed joint fillers, joint devices and other are not disturbed during concrete placement.
d. Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
e. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material, lap over damaged areas minimum 6 inches and seal watertight.
f. Extend joint filler, where shown on the drawings, from bottom of slab to within 1/4 inch of finished slab surface.
g. Install joint devices in accordance with manufacturer's instructions.
h. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
I. Place concrete continuously between predetermined expansion control, and construction joints.
j Do not interrupt successive placement; do not permit cold joint to occur.
k. Place floor slabs in checkerboard pattern indicated.
l. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 feet.

Part 6. Concrete Finishing

a. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
b. Finish concrete floor surfaces in accordance with ACI 301.
c. Steel trowel surfaces which are scheduled to be exposed.
d. In areas with floor drains maintain floor elevation at edges; pitch surfaces uniformly to drain at 1/4 inch per foot nominal.

Part 7. Curing and Protection

a. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
b. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
c. Cure floor surfaces in accordance with ACI 308.
d. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days. Pond cure all slabs in water retaining structures.

Part 8. Field Quality Control

a. Field testing will be performed in accordance with ACI 301.
b. Provide free access to work and cooperate with appointed firm.
c. Submit proposed mix design of each class of concrete for review prior to commencement of work..
d. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
e. Three concrete test cylinders will be taken every 75 or less cubic yards of each class of concrete placed.

f. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
g. One slump test will be taken for each set of test cylinders taken.

Part 9. Patching

a. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
b. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
c. Patch imperfections as directed.

Part 10. Defective Concrete

a. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
b. Repair or replacement of defective concrete will be determined by the Engineer.
c. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

End of Section

Concrete Pipe

1.1. Description:

This item shall consist of concrete pipe of the types, classes, sizes and dimensions required on the plans, furnished and installed at such places as are designated on the plans and profiles, or by the Engineer in accordance with these specifications and in conformity with the lines and grades on the plans or as directed by the Engineer.

2.1. Materials:

1. **General:** The pipe shall be of the type, size and class called for on the plans or in the proposal, and shall be in accordance with the following appropriate requirements. When the plans or proposal permit a choice of pipe, the Contractor shall indicate in the bid the type of pipe proposed to be furnished.

2. **Non-Reinforced Concrete Pipe:** Non-Reinforced concrete pipe shall conform to the requirements of ASTM Specification C412; C14 or C118.

3. **Reinforced Concrete Pipe:** Reinforced concrete pipe shall conform to ASTM Specification C76.

4. **Mortar:** Mortar for pipe joints and connections to other structures shall be composed of one part by volume of Portland Cement and two parts of mortar sand. The Portland Cement shall conform to the requirements of ASTM Specifications C-150, type 1, the sand shall conform to the requirements of AASHTO Specification M-45. Hydrated lime may be added to the mixture of sand and cement in the amount equal to 15% of the weight of cement used.

5. **Rubber Joint Pipe:** Rubber joint pipe shall be of the bell and spigot type with the adjacent surfaces of the bell and spigot parallel to the axis of the pipe. The dimensions within a tolerance of 1/32 inch plus or minus. The annular space shall be properly designed to compress the rubber gasket to form a watertight seal when the joints are forced together.

6. **Rubber Gasket:** The rubber gasket shall be a round rubber ring seated in a shallow groove provided in the spigot to hole the ring in place.

3.1. Construction Methods:

1. **Equipment:** All equipment necessary, and required for the proper construction of pipe lines shall be on the project in first class working condition approved by the Engineer before construction is permitted to start. The Contractor shall provide hoisting equipment to handle the pipe in unloading and placing it in its final position without damage to the pipe.

   The Contractor shall provide for such hand tampers and pneumatic tampers to obtain the compaction of the pipe bed and the backfill as specified.

2. **Excavation:** The Contractor shall do all excavation to the depth shown on the plans. Excavated material not required or not acceptable for backfill shall be disposed of by the Contractor as directed by the Engineer. Excavation shall not be carried below the required depth; when this is done the trench shall be backfilled at the Contractor's expense with sand or other granular material approve by the Engineer and adequately compacted so as to provide a stable foundation for the pipe.

   When so directed by the Engineer, unstable soil shall be removed for the full width of the trench and replaced with sand or other approved granular material and shaped to form the bed for the pipe.

The depth of cut shown on the plans is to the invert of the pipe line.

The trench shall be excavated accurately to the established line and grade and the bed for the pipe shaped so that at least the lower 1/4 of the pipe shall be in continuous contact with the bottom of the trench.

Spaces for pipe bell shall be accurately excavated to size so that the barrel supports the entire weight of the pipe.

The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation, also as required for safety and to conform to governing laws.

The cost of bracing, sheathing and shoring and the removal of same shall be included in the price bid for pipe.

3. **Cradles and Casting:** When the Engineer finds the bottom of the trench to be an insufficient foundation for the pipe, he shall determine the location and dimensions of the necessary cradles to properly support the pipe. The design details for the cradles shall be shown on the plans.

4. **Laying and Installing Pipe:** The Contractor shall provide the necessary mason's lines and supports to insure installation of the pipe to line and grade, as staked by the Engineer. The Contractor's facilities for lowering the pipe into the trench shall be such that neither the pipe not the trench will be damaged or disturbed.

   The Engineer shall inspect all pipe before it is laid, and reject any section that is damaged by handling or is found to be defective to a degree which will materially affect the function and service of the pipe.

   The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell shall be laid upgrade. If tongue and groove pipe is used, the groove end shall be laid upgrade.

   The pipe shall be firmly and accurately set to line and grade so that the invert will be smooth and uniform. The pipe shall be protected from water during placing and until the mortar in the joints has thoroughly set.

   When placing concrete pipe constructed with elliptical reinforcing, the pipe shall be oriented in accordance with the manufacturer's markings of top or bottom.

   The upgrade end of pipe lines not terminating in a structure shall be plugged with a cap or plug approved by the Engineer.

   Pipe which is not true in alignment, or which shows any settlement after laying, shall be taken up and re-laid with extra compensation.

5. **Pipe Joints:** Mortar joints shall be made as follows.

   All pipe shall be carefully laid, bell or groove and upgrade, spigot or tongue and fully entered into the adjacent hub, with the inner surface of the abutting pipes flush and even and true to lines and grades given.

   The joints of the concrete pipe shall be caulked and filled with specified mortar. Joints of concrete pipe shall be thoroughly wet before making the joint. The lower portion of the bell or groove of the pipe in place and the upper portion of the spigot or tongue of the succeeding pipe shall be filled with mortar so

that when the spigot or tongue end is fully entered into the hub end, the mortar will be squeezed evenly into the joint. After the pipe is laid, mortar shall be added as required to completely fill the joint inside and out, wiped and finished smooth with the surface of the pipe. Particular care shall be taken that the joint inside is smooth and flush with the inside surface of the pipe. After the initial set, the mortar on the outside shall be protected from the air and sun with a cover of thoroughly wetted earth or burlap, or sheet plastic. Joints for irrigation pipe lines shall be banded on the outside.

Rubber joints shall be made as follows:

Round rubber ring gaskets shall be installed by forcing the spigot of each pipe section (with gasket in place) into the bell of the previously laid pipe with an approved pulling device that will force the sections together smoothly so that the gasket is properly seated and compressed. The bell spigot shall be lubricated with flax soap lubricant before the sections are forced together.

It shall be the prime requirement that the completed line have watertight joints throughout.

The method of pulling the joints together shall be such as to avoid disturbing the previously laid sections of pipe, or allowing the rubber gasket to loose compression.

6. **Open Joints:** Open joints for underdrains or subdrains shall be made by butting pipes tightly together without mortar. The top three-fourths of the joint shall be protected by covering with mortar or roofing felt or as specified by the plans.

7. **Backfilling:** All trenches and excavations shall be backfilled in a reasonable time after the pipes are installed therein unless other protection of the pipe is directed by the Engineer. Backfill material shall be approved by the Engineer. Backfill material containing stones or rocks exceeding three (3) inches in diameter shall not be used adjacent to the pipe or until the fill over the top of the pipe exceeds one (1) foot. Backfill material containing rocks three (3) inches in diameter or larger shall not be used in trenches under paved areas. Special care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

   The backfill shall be placed by hand in loose layers not to exceed six (6) inches in depth under and around the pipe and thoroughly compacted to the density of the surrounding earth until a cover of not less than twelve (12) inches over the pipe is attained. The remainder of the backfill may be placed by machine or other approved methods as follows.

8. **Under Paved Areas and Driveways:** The backfill shall be placed in loose layers not exceeding six (6) inches in depth and compacted to the density of the surrounding earth or in any case, not less than 90% density as determined by AASHTO Test Method T-99 up to a point nine (9) inches below subgrade surface.

   The top nine (9) inches of subgrade shall be compacted to 95% density.

9. **In Unpaved Areas:** Backfill shall be placed in layers and controlled moisture added when so directed and shall be compacted to that density which will prevent caving of trench walls and will prevent excessive settling of backfill. Backfill shall be shaped nearly in a mound over the immediate area of the trench to a height six (6) inches above normal ground so that when completely settled, the area of the trench will be level with normal ground. Where trenches are adjacent to curbs, pavement, walks or other structures, care shall be taken to obtain that compaction necessary to prevent cave-ins and subsequent damage to said curbs and structures.

   Tamping or flooding will be permitted in unpaved areas unless otherwise directed by the Engineer.

10. **Connections:** Where the plans call for connections to existing or proposed structures, these connections shall be watertight and so made that a smooth uniform flow line will be obtained throughout the drainage system.

11. **Cleaning and Restoration of Site:** After the backfill is completed, the Contractor shall immediately dispose of all surplus material dirt and rubbish from the site. The Contractor shall restore all disturbed areas to their original condition.

    After all work is completed, the Contractor shall remove all tools and other equipment used by him, leaving the entire site free, clear and in good condition.

    Performance of work described in this section shall not be paid for directly, but shall be considered as a subsidiary obligation of the Contractor, covered under contract unit price for pipe.

12. **Inspection:** Prior to final approval of the pipe line the Engineer, accompanied by the Contractor's representative, shall make a thorough inspection, by an appropriate method, of the entire installation. Any indication of defects in material or workmanship or obstruction to flow in the pipe shall be further investigated and corrected as necessary. Defects due to the Contractor's negligence shall be corrected by the Contractor without additional compensation, and as directed by the Engineer.

4.1. Method of Measurement:

The footage of pipe to be paid for shall be the number of linear feet of pipe in place to the depth specified, completed and approved, measured along the centerline of the pipe from end or inside face of structure, to end or inside face of structure, whichever is applicable. Depth shall be measured from the ground surface to the invert of the pipe. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe line being measured.

The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete complete in place and accepted, determined from the dimensions shown on the plans, or as directed by the Engineer.

5.1. Method of Payment:

The footage of pipe, measured as provided under "Method of Measurement" shall be paid for at the contract unit price per linear foot for "Concrete Pipe" of several classes, types, sizes and depths, which price and payment shall constitute full compensation for furnishing, hauling and installing the pipe for common excavation; for backfill and compaction; for jointing; for connections to structures; and for all material, labor, equipment, tools and incidentals necessary to complete the pipe as shown on the plans, but shall not constitute payment for manholes, catch basins, inlets, cradles, inspection holes, or headwalls, the payment for which is provided for as separate items.

The cubic yards of concrete determined as provided under "Method of Measurement" shall be paid for at the contract unit price per cubic yard for "Concrete for Pipe Cradles", which price and payment shall constitute full compensation for concrete in-place including reinforcing when shown on the plans.

End of Section

Curb and Gutter

1.1. Description:

"Concrete Curb and Gutter" shall consist of Portland Cement combined concrete curb and gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specification 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete curb and gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Specifications for Driveway Repairs

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class “a” concrete meeting the requirement of the item “concrete for structures” or concrete as specified in the items of “concrete pavement” in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item “reinforcing steel”.

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway a but a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

End of Section

Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls & Miscellaneous Structures

1.1Description:

This item shall consist of manholes, catch basins, inlets, inspection holes, and miscellaneous drainage structures constructed of such materials and in accordance with these specifications at the locations and in conformity with the line, grade, and dimensions shown on the plans, or as required by the Engineer. These structures shall include the furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans. The structures shall provide for the collection of surface water with the exception of manholes and inspection holes which may be designed with closed covers.

2.1Materials:

a. Brick: The brick shall be grade MA brick as set out in A.A.S.H.T.O. Specification M-91.

b. Mortar: The mortar for brick masonry and similar work shall be composed of one part of Portland Cement and two parts of mortar sand by volume. The Portland Cement shall conform to the requirements of A.A.S.H.T.O. Specification M-85, Type II. The sand shall conform to the requirements of A.A.S.H.T.O. Specification M-45. The water shall be clean and free from injurious amount of sewage, oils, acid, strong alkalis, or vegetable matter.

c. Concrete: Plain and reinforced concrete used in structures, connections of pipes with structures, support of structures or frame, shall conform to the requirements for concrete as set out in "Structural Portland Cement Concrete".

d. Frame, Cover and Grate Castings: The castings shall conform to one of the following requirements:

- Gray iron castings shall meet not less than minimum A.A.S.H.T.O. Specification M-105.
- Malleable iron castings shall meet the requirements of A.A.S.H.T.O. Specifications.
- Steel castings shall meet the requirements of A.A.S.H.T.O. Specification M-103.
- All castings shall be true to form and dimensions, and shall be free from inclusions of foreign material, casting faults, injurious blow holes, cracks, sponginess, and other defects rendering them unsuitable.
- All castings shall conform to requirements as to type, size, dimensions and strength as specified on the plans.

The finished frame cover or grate shall have the bearing surfaces machined or ground so that there are no variations that will permit rocking or rattling, and the diameter of the cover or grate shall be such as to fit the frame without wedging.

e. Steel Grates and Frames: Steel for grates and frames shall conform to the requirements for structural steel of A.S.T.M. Designation A-36, A-283, A-663, and A-675 and shall be fabricated to the dimensions and spacings shown on the plans. After fabrication the grates and frames shall be galvanized to meet the requirements of A.A.S.H.T.O. Specification M-111 or A.S.T.M. Designation A-123.

Grates shall be designed to support the loadings specified.

Each grate and frame unit shall be provided with fastening units to prevent it from being dislodged by traffic but which will allow for easy removal for access to the structure.

3.1Construction Methods:

a. Unclassified Excavation:

1. The Contractor shall do all excavation for structures and structure footings to the lines and grades or elevations, as shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the Engineer may order in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation.

2. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

3. The Contractor shall do all bracing, sheathing or shoring necessary to perform and protect the excavation and the structure; also, as required for safety or to conform to government laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

4. Unless otherwise provided, bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in such a manner as not to disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

5. After each excavation is completed, the Contractor shall notify the Engineer to that effect; and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

b. Brick Structures:

1. Foundations: The foundation for all brick structures shall be placed after the foundation excavations is completed and accepted. The foundation shall be built to the correct elevation, in accordance with the plans and shall be finished to cause the least resistance to flow.

2. Laying Brick: All brick shall be thoroughly clean; the bed which is to receive the brick shall be thoroughly cleaned and wetted with water before place mortar thereon.

   All brick shall be laid in freshly made mortar composed of one part by volume Portland Cement and two parts by volume of sand with the possible addition of hydrated lime in an amount not to exceed fifteen (15) percent by volume of the cement used. The brick shall be laid in courses using the shoved-joint method so as to thoroughly bond them into the mortar and always with the joints completely filled with mortar. The brick shall be laid in a workmanship manner, and true to the

lines and grades indicated on the plans.

The arrangement of headers and stretchers shall be such as will thoroughly bond the masonry; and unless otherwise indicated, brick masonry shall be of alternate headers and stretchers with consecutive breaking joints. The courses shall be laid continuously with joints broken or alternating evenly with the joints in the preceding courses. The joints shall not be less than one-fourth (1/4) inch nor not more than one-half (1/2) inch in thickness. Face joints shall be neatly struck, using the weather joint. All shall be finished properly as the laying of brick progresses.

No spalls or bats shall be used except in shaping around irregular openings or connections or when unavoidable to finish out a course, in which case a full brick shall be used at the corner and the bat in the interior of the course.

In case any brick is moved, or a joint broken during laying, the brick shall be taken up, the mortar thoroughly cleaned from the brick, bed, and joints, and the brick re-laid in fresh mortar. In hot and dry weather, or when directed, the brick masonry shall be protected and kept moist for a period of at least forty-eight (48) hours after laying of brick.

Unless otherwise shown on the plans, the inside and outside surfaces of brick masonry shall be neatly plastered with mortar to a thickness of not less than one-half (1/2) inch, and the mortar shall be finished to a true and uniform surface. The mortar shall be protected and kept moist for forty-eight (48) hours after completion.

Brick masonry shall not be constructed in freezing weather or when bricks contain frost, except by written permission of the Engineer and subject to such conditions for protection against freezing.

c. Concrete Structures:

The structures shall be constructed of concrete, built on prepared foundations, conforming to the dimensions and form indicated on the plans. The construction shall conform to the methods, forms, mixture, placement, and curing, as specified in "Structural Portland Cement Concrete (Plain and Reinforced)". Any reinforcement required shall be of the kind, type, and size, and shall be furnished, located, spaced, bent, and fastened as indicated on the plans, it shall be approved by the Engineer before the concrete is poured.

All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The interior bottom shall be sloped downward toward the outlet.

d. Inlet and Outlet Pipes:

Inlet and outlet pipes shall extend through the walls of the structure for a sufficient distance beyond the outside surface to allow for connections, but shall be cut off flush with the wall on the inside surface unless otherwise directed. Concrete or brick and mortar shall be constructed around the pipes so as to prevent leakage and form a neat connection.

e. Placement and Treatment of Casting, Frames and Fittings:

All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface of

masonry shall be brought true to line and grade and resent an even bearing surface in order that the entire face of back of the unit will come in contact with the masonry. The unit shall be set in mortar beds or anchored to the masonry, as indicated on the plans or as directed and approved by the Engineer. All units shall set firm and secure.

After frames or fittings have been set in final position, and the concrete or mortar has been allowed to harden for seven (7) days, the grates or covers shall be placed and fastened down.

f. Installation of Steps:

The steps shall be installed as indicated on the plans, or as directed by the Engineer. When the steps are to be set in concrete they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.

g. Backfilling:

1. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed eight (8) inches in loose depth, and compacted to the density specified. The fill shall be made to the elevation shown on the plans or as directed by the Engineer.

2. No backfilling shall be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission preferably shall not be given until the concrete has been in place fourteen (14) days, or until the tests made by the laboratory under the supervision of the Engineer, established that the concrete has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a sage factor. Adequate provisions shall be made for thorough drainage.

3. Fill placed shall be deposited all around a structure at the same time and to approximately the same elevation. Special care shall be taken to prevent any wedging action against the structure, and all slopes bounding or within the areas to be backfilled will be stepped or serrated to prevent wedge action.

4. All backfill shall be compacted to a density equal to the adjoining undisturbed soil or as directed by the Engineer.

5. Backfill shall not be measured for direct payment. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for the structure involved.

h. Cleaning and Restoration of Site:

1. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Where excavations are done in paved areas, whether gravel topping or hard surfaced, or other areas that may be specified by controlling agency, the backfilling shall be done by controlled moisture and tamping in six (6) inch layers and the pavement surface shall be restored to its original finish and in equal condition and quantities as found at the time of beginning of construction. The Contractor shall restore all disturbed areas to their original condition.

2. After all work is completed, the Contractor shall remove all tools and other equipment used by

him leaving the entire site free, clear, and in good condition.

3. Performance of the work described in this section is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for structure.

4.1Method of Measurement:

The number of manholes, catch basins, inlets, inspection holes, headwalls, etc. shall be counted for each type and size of structure listed as the number of units complete in place and accepted.

5.1. Basis of Payment:

The number of units of structures, determined as provided in "Measurement", shall be paid for at the contract price per each for "Manholes, Catch Basins, Inlets, Inspection Holes, Headwalls, etc." respectively, as called for in the bid schedule, which prices and payment shall constitute full compensation for furnishing all materials; for placing and finishing; for all connections to drainage pipe; for all excavation and hauling; for all backfilling; for furnishing, setting, anchoring any frame, grate, cover, or fitting necessary to complete structure; for finishing flow line; for placing steps; for plastering brick surfaces as required; and for all labor, equipment, tools, and incidentals necessary to complete the work.

End of Section

Type II Barricade

AI-10388 **18.A.8.**

Hidalgo County-"Tire Disposal Services"

CC REGULAR

Date: 08/05/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract document to lowest bidder meeting all specifications and/or requirements as attached herto for Hidlago County-"Tire Disposal Services" (RFB-2008-270-07-30-SMA).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-121-001-0-421
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-1-08 $20,000.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-124-001-0-421
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-1-08 $92,329.91.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-123-001-0-421
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-1-08 $17,478.57.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-122-001-0-421
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-1-08 $35,000.00.

Attachments

Link: participation sheet
Link: tabulation sheet

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 02:12 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/01/2008 07:25 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 01:20 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Sandra Montalvo Started On: 07/30/2008 04:13 PM

Final Approval Date: 08/01/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: JULY 23, 2008 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County -"Tire Disposal Services"

BID NO: 2008-270-07-23-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Safe Tire Disposal Corp of Tx Attn: Jim Alexander	BLM	Sandra Montalvo	07/09/08	11150 Applewhite Road San Antonio, Tx 785224 210-628-6202 (o) 210-628-6248 (fax)
2.) Cameron Land & Cattle Inc. Attn: Julie Wood	BLM	Sandra Montalvo	07/09/08	7132 Oak Dr San Antonio, TX 78256 210-698-5282 (o) 210-698-5148 (f) 210-387-8951 (Julie Wood-cell)
3.) GTR Tire Recycling Attn: LeAnn Kirkley	TR	Sandra Montalvo	07/09/08	6710 S. Lake Houston Parkway Houston, Tx 77049 281-459-4881 (o) greentreeleann@sbcglobal.net
4.) Able Tire Disposal Attn: Terry Humphrey	TR	Sandra Montalvo	07/10/08	6830 West Laguna Rd. San Antonio, Tx 78223 210-648-6921(o) 281-452-4559(main office in Houston)
5.) Liberty Tire Recycling Attn: Jasmine or Cecilia	TR	Sandra Montalvo	07/10/08	5302 Wade Rd Baytown, Tx 77521 281-424-4011 (o) 281-424-3882 (f) chobbs@libertytire.com
6.) Tex-American Recycling Attn: Richard Wittwer	TR/EM	Sandra Montalvo	07/10/08	3801 N. Commerce Fort Worth, Tx 76106 866-624-8108 (o) rwittwer@tex-american.com
7.) Fast Recycling, Inc. Attn: Rosemary Lopez	EM	Sandra Montalvo	07/18/08	3201 Dalworth St. Arlington, Tx 76011 817-633-7500 (o) 817-633-7504 (f) rlopez@fastrecyclinginc.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"
Bid No. 2008-270-07-30-SMA
BID TABULATION SHEET

VENDOR'S NAME	CAMERON LAND & CATTLE SAN ANTONIO, TX	LIBERTY TIRE RECYCLING BAYTOWN, TX.	TEX-AMERICAN RECYCLING FORT WORTH, TX	FAST RECYCLING, INC. ARLINGTON, TX
DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
Passenger and Light Truck Tires up to 19.5 bead	$ 1.45	$ 5.00	$2,175.00 per 53' Trailer (Van Body)	$1.79/19.5-TRUCK CT. $3.00
Truck Tires from 20" to 24.5 Bead	$ 6.00	$ 12.00		$ 7.80
Passenger Tires and Light Truck Tires on Rim	$ 2.90	$ 10.00		$ 3.50
Truck Tires on Rim	$ 12.00	$ 20.00		$ 9.80
Tractor, Off-the-Road Tires	$ 18.00	see attached list		$ 34.00
Baled Tires (Tire Bales)*	$ 65.00	$500 per ton	$2,500 per 45' flatbed 20 ton limit	$ 95.00
Collection Receptacles (i.e. roll-offs or trailers)	$1,400/45' trailer	$500 per ton/$250 monthly rental	1 time trailer delivery fee $600.00	$ 2,150.00

MEMORANDUM

TO:		
	Hon. Sylvia Handy, Commissioner Hidalgo County Precinct No. 1 **ATTN: Joseph Palacios/ Noe Montez**	Hon. Hector ATito@ Palacios, Commissioner Hidalgo County Precinct No. 2 **ATTN: Ricardo Cuellar/ Yolanda Cisneros**
	Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 **ATTN: Mingo Villarreal/Norma Ceballos**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4 **ATTN: Mr. Munoz/ Mr. Carranza**

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 30, 2008

RE: **Bid Award Recommendation Request:**
Bid No. -2008-270-07-30-SMA-Hidalgo County- "Tire Disposal Services"

We have received four (4) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner=s Court Meeting. Therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Thursday, July 31, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, August 5, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
CAMERON LAND & CATTLE.	LOW BIDDER / GOOD SERVICE

BUDGET ACCOUNT: 8-1100-432-00-121-001-0-421

Noe Montez — Noe Montez — 7/31/08

Authorized Signature — Printed Name — Date

MEMORANDUM

TO:

Hon. Sylvia Handy, Commissioner Hidalgo County Precinct No. 1 **ATTN: Joseph Palacios/ Noe Montez**	Hon. Hector "Tito" Palacios, Commissioner Hidalgo County Precinct No. 2 **ATTN: Ricardo Cuellar/ Yolanda Cisneros**
Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 **ATTN: Mingo Villarreal/Norma Ceballos**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4 **ATTN: Mr. Munoz/ Mr. Carranza**

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 30, 2008

RE: **Bid Award Recommendation Request:**
Bid No. -2008-270-07-30-SMA-Hidalgo County- "Tire Disposal Services"

We have received four (4) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting. Therefore, we would like to have your response on or before the following deadline.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Cameron Land + Cattle	Lowest bidder

BUDGET ACCOUNT: 8-1100-432-00-122-001-0-421

Yolanda Cisneros — Yolanda Cisneros — 7/31/08
Authorized Signature — Printed Name — Date

MEMORANDUM

TO:		
	Hon. Sylvia Handy, Commissioner Hidalgo County Precinct No. 1 **ATTN: Joseph Palacios/ Noe Montez**	Hon. Hector "Tito" Palacios, Commissioner Hidalgo County Precinct No. 2 **ATTN: Ricardo Cuellar/ Yolanda Cisneros**
	Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 **ATTN: Mingo Villarreal/Norma Ceballos**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4 **ATTN: Mr. Munoz/ Mr. Carranza**

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 30, 2008

RE: **Bid Award Recommendation Request:**
Bid No. -2008-270-07-30-SMA-Hidalgo County- "Tire Disposal Services"

We have received four (4) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting. Therefore, we would like to have your response on or before the following deadline.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Cavazos Land + Cattle	Lowest Bid

BUDGET
ACCOUNT: 8-1100-432-00-123-001-0-421

J. Flores Engr. — Norma Ceballos — 07-31-08
Authorized Signature — Printed Name — Date

FAXED 1:10 PM

PAGE 01/01 PRECINCT 3 956/292/7612 07/31/2008 12:01

MEMORANDUM

TO:		
	Hon. Sylvia Handy, Commissioner Hidalgo County Precinct No. 1 **ATTN: Joseph Palacios/ Noe Montez**	Hon. Hector ATito@ Palacios, Commissioner Hidalgo County Precinct No. 2 **ATTN: Ricardo Cuellar/ Yolanda Cisneros**
	Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 **ATTN: Mingo Villarreal/Norma Ceballos**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4 **ATTN: Mr. Munoz/ Mr. Carranza**

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 30, 2008

RE: **Bid Award Recommendation Request:**
Bid No. -2008-270-07-30-SMA-Hidalgo County- "Tire Disposal Services"

We have received four (4) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner=s Court Meeting. Therefore, we would like to have your response on or before the following deadline.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Camerow Landt Cattle	Lowest Bidder.

BUDGET ACCOUNT: 8-1100-432-00-124-001-0-421

Authorized Signature — Oscar L Garza JR by Rumaldo Munoz Jr — Printed Name — 7-31-08 — Date

Enclosures

HIDALGO COUNTY

"TIRE DISPOSAL SERVICES"

BID No. 2008-270-07-30-SMA

COMPARISON SHEET

DESCRIPTION	QTY	CURRENT CONTRACT	PROPOSED 2008	PRICE DIFFERENCE
		CAMERON LAND & CATTLE	CAMERON LAND & CATTLE	
Passenger and Light Truck Tires up to 19.5 bead	ea.	$ 0.95	$ 1.45	$ (0.50)
Truck Tires from 20" to 24.5 Bead	ea.	$ 4.00	$ 6.00	$ (2.00)
Passenger Tires and Light Truck Tires on Rim	ea	$ 1.90	$ 2.90	$ (1.00)
Truck Tires on Rim	ea.	$ 8.00	$ 12.00	$ (4.00)
Tractor, Off-the Road Tires	ea.	$ 12.00	$ 18.00	$ (6.00)
Baled Tires (Tire Bales)*	ea.	$ 45.00	$ 65.00	$ (20.00)
Collection Receptacles (i.e. roll-offs or trailers)		$900/48' TRAILER	$1,400/45' TRAILER	$ (500.00)

SERVICE CONTRACT

Hidalgo County
REQUEST FOR BIDS
"Tire Disposal Services"

BID No. 2008-270-07-30-SMA

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-270-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for " **TIRE DISPOSAL SERVICES** " (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners' Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS
"TIRE DISPOSAL SERVICES"

BID No. 2008-270-07-30-SMA

EXHIBIT "A"

Hidalgo County

"Tire Disposal Services"

Bid No. 2008-270-07-30-SMA

SPECIFICATIONS

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of **"Tires Disposal Services-Hidalgo County"** as specified herein. Bids will be accepted until **9:30 a.m., Wednesday, July 30, 2008. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an "as needed" basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

A. Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

B. County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

TERMS AND CONDITIONS OF SERVICE:

A. Removal services shall be on an "as needed" basis. The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification

unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

B. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

C. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

D. Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an "as-needed" basis. Any schedule changes must be approved by the respective County department(s).

1. Mondays-Precinct No. 1
2. Wednesdays-Precinct No. 2
3. Fridays-Precinct No. 4
4. Tuesdays and Thursdays-"as needed"-Precinct No. 3 and other County departments.

E. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

1. The department(s) may notify your office;
2. Vendor may check with the respective department(s); or
3. Vendor's driver(s) can verify the need during their route.

F. Term of the contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same terms and conditions.

G. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next

contract term.

ESCALATION CLAUSE:

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient

justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our precincts. The sizes of tires indicated herein are not all inclusive.

1. 17.5 x 25 - 12 Ply
2. 1400 x 24 -10 Ply
3. 19.5 x 24 - 10 Ply
4. 25-5-25 - 10 Ply
5. 18.4 x 28 - 12 Ply
6. 20.5 x 25 - 12 Ply
7. 14.0 x 24 - 10 Ply
8. 16.9 x 24 - 10 Ply
9. 16.9 x 28 - 6 Ply
10. Baled Tires

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification

of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 16, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 18, 2008 by 5:00 p.m.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty days' written notice prior to cancellation.

Attachment A

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1. **Precinct No. 1**:

   A). Mercedes - 3 miles South on Mile 1 East off Business 83.
   B.). Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; ½ Mile North on Mile 1½ West.
   C). Donna - 3 Miles South on F.M. 493 off Business 83; ½ Mile East on Mile 4½ West.
   D.) Monte Alto - .3 of a Mile East on Ash Street off F.M. 88.

2. **Precinct- No. 2**:

   A.). 1 Mile East of South Tower Rd. on El Gato Rd.

3. **Precinct –No. 3**:

   A.) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; ¼ Mile West on Old Military Hwy.

4. **Precinct- No. 4**:

   A.) Edinburg - ¼ North on North Doolittle Road off East Schunior Street.

EXHIBIT "B"
BID PAGE

Hidalgo County
REQUEST FOR BIDS
"TIRE DISPOSAL SERVICES"

BID No. 2008-270-07-30-SMA

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2008-270-07-30-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	
Truck Tires from 20" to 24.5" Bead	
Passenger Tires and Light Truck Tires on Rim	
Truck Tires on Rim	
Tractor, Off-the-road Tires	
Baled Tires (Tire Bales)*	
Collection Receptacles (i.e. roll-offs or trailers)	

*Note: Service provider may offer to pay for tire bales process by Hidalgo County Precinct No. 3.

BIDDER'S/COMPANYNAME:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE_____

PHONE No. _____FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____TITLE: _____

AI-10356 **18.A.9.**

Replacement of New Audio System for 275th District Court
CC REGULAR

Date: 08/05/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of proposal received from approved vendor Visual Innovations Company TXMAS contract #4-581010 for the installation and replacement of audio equipment to 275th District Court in the amount not to exceed $18,121.11.

BACKGROUND

New equipment will replace damaged equipment due to water damage. As reviewed and approved by Joaquin Peña for the installation of wireless equipment. Funding has been appropriated for proposed project #08-249. See AI-10417

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-005-001-0-748
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available pending AI-10417 for CC 08/05/08.

Attachments

Link: 08-249

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 02:11 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:15 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/31/2008 03:43 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 12:01 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Oscar Garza Started On: 07/29/2008 04:27 PM

Final Approval Date: 08/01/2008

Visual Innovations Company, Inc

Visual Innovations Company Inc.
Corporate Office

8500 Shoal Creek Blvd, Bldg 1
Austin, Texas 78757
Phone (512) 334-1100
Fax (512) 334-1133

Audio Visual Proposal
For

Hidalgo County

275th District Court

Quote Date:

Quotes expire in 30 days.

NONE	**Project Expedite Surcharge**
6-8 Weeks	**Standard lead time for install ARO**

BILL TO:	METHOD OF PAYMENT:	SHIPPING INFO:
Hidalgo County		
ORGANIZATION		ORGANIZATION
Joaquin Pena	_____ Purchase Order (*Approved Customers)	
CONTACT		CONTACT
	PO #	
ADDRESS		ADDRESS SUITE
Edinburg TX	_____ COD	
CITY STATE ZIP		CITY STATE ZIP
	_____ Credit Card (Below)	
PHONE FAX		PHONE FAX

Equip. Needed Date	P/U Date	Set-up time	SALES REP:	Ship via	Terms
TBD	N/A	N/A	**Daniel de Leon**		**Net 30**

NOT EXPEDITED

SCOPE OF WORK:
VI will provide and install ceiling speakers and microphones. Microphones will need to be installed at the judges desk and the witness stand. Wireless mics will also be needed for the attorney's qty 4 total. Vi will also need to install a couple of boundry microphones to reside on the banister/ hand rail that separates the audience from the court. The controls mic updown volume and rack system will reside at the baliff's area. The judge would like to have an all mic mute switch for when people approach the bench.

OWNER FURNISHED EQUIPMENT:

Customer Acceptance for scope of work:

I have read and accept the Scope of Work. I understand that Visual Innovations does not contract or supply electrical, sheetrock or paint work.

_____ _____
Customer Signature **Date**

_____
Printed Name

AV SYSTEMS INTEGRATION TERMS AND CONDITIONS

System Implementation

VI will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote. Our Installation includes engineering, coordination and labor for display, video, and related equipment to include required plates, connectors and cables.

System Engineering, including:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

Project Coordination, including meetings with the client's technical representatives and project coordination, including:

- System implementation monitoring.
- Schedule project and oversee the VI team
- Equipment staging at our shop
- Assure final punch-list items are completed

Field Labor, including:

- Pulling and bundling cables
- Terminating of all cable
- Labeling all cable
- Mounting and terminating computer interfaces
- Installing structural systems for multimedia equipment
- Program control System
- Adjusting and balancing audio settings
- Assure that the installed systems functions as proposed
- Site clean up and rubbish disposal
- Provide end-user training

Inclusions

- ❑ All equipment, wire and accessories required for a fully functional audio and visual system.
- ❑ Labor associated with turnkey engineering, installation, programming, testing and training.
- ❑ Documentation package including as-built system CAD diagrams and Operation & Maintenance manuals.
- ❑ Coordination and cooperation with the construction team in regards to installing the system.
- ❑ Upon request, VI shall furnish a one-year maintenance contract and proposal.
- ❑ User training on system operation.
- ❑ Any additional trips, labor or materials due to failure of the other work forces to have the audio/visual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- ❑ DMX, DSS or other outside signals (provided by others) are not included in this scope of work, however VI shall integrate up to two pre-approved source equipment's outputs into the systems that VI is providing, and additionally shall provide basic control of these devices.
- ❑ The owner's architect will provide VI's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in Auto Cad format at no charge to VI.
- ❑ This quotation is valid for 30 days. VI reserves the right to modify our quotation pricing if not accepted within 30 days of this quotation date.
- ❑ This quotation is based installations at the specified sites set forth in the customer's requirements. If this configuration is to be used at other sites, travel expenses may apply.

Exclusions

The following is not included in our scope of work:

- ❑ All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.
- ❑ Voice/ data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- ❑ Network connectivity, routing, switching and port configuration necessary to support audio-visual equipment except as specifically quoted.
- ❑ Concrete saw cutting and / or core drilling.
- ❑ Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- ❑ Necessary sheet rock replacement and or repair.
- ❑ Necessary ceiling tile or T-bar modifications, replacement and/or repair.
- ❑ Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal
- ❑ Painting, patching or finishing of architectural surfaces.
- ❑ Permits (unless specifically provided for elsewhere in the contract).
- ❑ HVAC and plumbing relocation.
- ❑ Rough-in, bracing, framing, or finish trim carpentry for installation.
- ❑ Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- ❑ Any applicable taxes, permits or bonds related to the project. All normal shipping costs not part of original quote, added as a pass through cost to progress billing.
- ❑ Unless otherwise specified, the warranty provisions in this contract do not cover Owner furnished equipment. In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions (above).
- ❑ Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty upon installation or adversely affects the system, additional project charges may be incurred.
- ❑ Note: VI will discuss the effects of exclusions on the work to be performed prior to beginning the installation

Standard Warranty

VI warrants the Audio-Visual System furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of 90 days from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to VI by the Owner or their agent. (See Warranty Statement)

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). VI will warranty this equipment for the term established by the manufacturer on a depot basis only. Deliver warranty repair equipment to VI, Attention: Service Department. Please include a copy of this form with each piece of equipment.
Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

Customer Initials _____

Control System Source Code

Visual Innovations Company does not routinely provide our customers with control system source code. "Source Code" is defined as the actual, editable programming language statements, whether contained in a single file, multiple files, include files or library files. Visual Innovations provides the "Object Code" which is the machine interpretable program capable of executing or running the target system.

The Source Code will be provided under the following conditions:

- The customer must agree in writing to purchase the source code prior to any code development by Visual Innovations Company.
- The source code does not contain any software or code that Visual Innovations Company has purchased or licensed that would violate any license agreement Visual Innovations Company has with a third party author or manufacturer.

All AMX andCrestron control system source code developed by Visual Innovations Company is to remain the property of Visual Innovations, unless specified under project contract to be provided to the customer with the final installed AV system. Copies of compiled programs will be provided to the customer on CD along with manuals and system warranty information.

Integrated Systems – Standard Terms and Conditions

Scope of Work for the Project

In this document the term "Owner" shall mean client or awarding party. VI shall execute the project work described in the included proposal and/or quote concerning the Owner's system integration work. The scope work is based upon information provided by the Owner. As the project work progresses, agreement on modifications may be necessary to complete the project. These additions, deletions and/or adjustments in time shall be considered change orders and when mutually agreed upon in writing by both parties, shall become part of the agreement.

The terms and conditions of this agreement, and those terms and conditions contained in any appendices or approved change orders to this agreement, together shall form the entire purchased order or agreement. Request for quotation, acceptance or other purchasing documents which are inconsistent with, different from or in addition to the terms and conditions of this agreement shall be considered void. This agreement shall take precedence over all previous oral discussions or prior understanding between both parties.

This agreement and all Owner purchase documents are subject to acceptance by VI, including if appropriate, approval by VI's credit department. VI reserves the right to cancel this agreement, if the Owner fails to meet credit requirements.

Agreement Sum and Taxes

The Owner shall pay VI in current U.S. funds for the performance of the project work per the agreement sum, which may be adjusted, subject to mutually agreed upon additions and deletions provided within the agreement.

The prices for equipment are subject to taxes, including but not limited to sales, excise or use taxes. The Owner shall pay all sales, use ad valorem, excise and/or other taxes imposed on either party. Owner shall not pay for taxes based upon VI's income. If applicable, the owner shall provide a tax-exempt certificate at the time of acceptance of contract. VI will invoice for all applicable taxes that VI is legally obligated to collect from the Owner.

Time

VI's proposal for installation and services is based upon our normal 8-hour business day / 40-hour business week, Monday through Friday, between the hours 8:00am to 5:00pm, excluding VI holidays, unless otherwise stated within our proposal. VI shall be compensated for installation and services beyond normal business hours or business days, on an overtime rate basis when mutually agreed upon. Should VI be delayed in the progress and performance of the work due to material changes, labor disputes, fire or usual delay in deliveries, construction delays, unavoidable casualties or causes beyond VI's control, the agreed upon time for completion shall be extended by change order. These change orders may also include charges to cover additional costs incurred by VI due to the delay.

Payment Terms

Subject to credit approval, the Owner shall pay VI within ten (10) days of invoice date. All project work requires a minimum deposit of thirty percent (30%) of the overall agreement total to initiate the order. Deposits are due upon receipt of invoice. Project timeline schedules will begin upon receipt of the deposit or initial payment.

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten (10) days from the date of the order, will be subject to progressive billing or invoicing. In such cases VI will progressively invoice for hardware, equipment and materials received, stored and assigned to the project, along with a percentage of completed labor and services. Progressive billing or invoices are due and payable per VI normal credit terms of Net ten (10) days.

Finance Charge / Costs of Collection

If the Owner fails to pay VI for equipment and/or services when due, VI under this agreement shall be allowed to invoice Owner for monthly finance charges equal to one and one-half percent (1.5%) of any amounts past due, chargeable for each month that the payment is outstanding.

Changes / Returns / Cancellation

Any changes or modifications to the agreed upon scope of work defined in the proposal must be mutually agreed upon in writing. Formal change orders shall document these modifications.

Should Owner cancel a project in whole or in part, prior to completion, the Owner agrees to pay VI for all costs incurred to date and/or to bring the project to a mutually acceptable close. These costs are, but are not limited to: the design and engineering services; Project management; the installation and programming; technical labor; subcontracting expenses; the materials and equipment costs; and all other miscellaneous documented costs. Materials and equipment are also subject to restocking fees.

Customer Initials _____

Due to the custom nature of the integrated audiovisual and/or broadcast systems, Owner requested changes once the equipment is in hand or in transit, may result in restocking fees. Restocking fees will be 30% of the equipment sales price plus freight for standard equipment, and 100% of the sales price, plus freight for all custom or specialty (non standard) equipment.

Title and Risk of Loss

Title and risk of loss, or damage to any products/equipment will pass to Owner upon VI's delivery of the product/equipment to the Owner. Owner shall make claims for damage or loss through their insurance provider. VI shall maintain insurance for all product/equipment stored within its facilities or third party storage facilities.

Limitation of Liability

Without limitation on any other provision within this agreement, or excluding liability on the part of VI, the damages recoverable by the Owner or awarding party or third party for any claim of any kind whatsoever arising from breach of this agreement shall be no greater than the actual purchase sum of the agreement. In no event shall VI be responsible for any special, indirect or incidental or consequential damages of any kind.

Price is for cash terms. Credit card orders will be charged a 3% handling fee. Unsigned proposals will not be processed. Orders require a signed scope of work, signed drawings, signed proposal and payment method or purchase order. Purchase oreders must match proposal amount.
Buyer agrees to all terms and conditions herein defined.

IMPORTANT INFORMATION REGARDING INCLUSIONS/EXCLUSIONS: Visual Innovations Company makes every effort to accurately assess the needs, requirements, conditions and exceptions of all installed solutions therefore your understanding and agreement of the Scope of Work (SOW) below is crucial to acknowledge what will or will not be provided by Visual Innovations Company at the time of install. Items, capabilities, functions and all other facets of performance not clearly defined below will not be provided without consultation with the responsible Sales Consultant and/or a Manager or Director of Integrated Services. Additional items, capabilities, functions or other facets of performance will usually incur additional fees for hardware, labor, programming, engineering, project management, freight and expedite fees. Visual Innovations Company will provide a written quotation of additional expenses that will require a SIGNED APPROVAL to be returned to Visual Innovations Company BEFORE ADDITIONAL WORK WILL BE PERFORMED. Visual Innovations Company DOES NOT PROVIDE ELECTRICAL SERVICES as part of our service however we can make arrangements for a contractor for electrical services at additional and separate expense.
IMPORTANT INFORMATION REGARDING OVERSIZED, OVER 12' LONG AND/OR EXCESSIVE MASS ITEMS: Due to constraints imposed by property owners of client's install location it is the responsibility of the client to provide a service capable of OR deliver ANY oversized objects i.e. projection screens or window shades longer than 12', lecterns wider than 36" or other objects not readily transportable through standard commerical thoroughfares (hallways, doorways, stairwells, and elevators) to the specific room(s) item(s) is/are to be installed. Visual Innovations Compnay, Inc. will provide the installation labor once the item(s) are delivered to the point of installation. Visual Innovations Company, Inc. can arrange this service via a third party at an additional expense. IT IS STRONGLY RECOMENDED a Visual Innovations Compnay, Inc. project manager visit the installation site as part of the site survey to address any possible obstalces regarding delivery of large items.

Visual Innovations Company, Inc. reserves the right to password protect A/V or control system until customer has singed off on the project. Upon sign off, Visual Innovations Company, Inc. will unprotect system and provide end user training not to exceed 1.5 hours. The customer is responsible for insuring appropriate people are present for training.

Visual Innovations Company, Inc. will no conduct any work outside of the scope of work in this document. Visual Innovations Company, Inc. can not make verbal promises for any work related items.

I have read and accept Visual Innovation's Terms and Conditions

X | / /

SIGNATURE OF AUTHORIZED AGENT **DATE**

PLEASE PRINT NAME

Equipment Total (See Attachment A - Equipment Listing)	**$**	**7,319.10**
Cables, Connectors and Misc Hardware items	**$**	**976.25**
Integration / Services	**$**	**7,355.76**
Expedite Fee		**DECLINED**
Service Agreement Type VI-SA-VP-24-1	**$**	**2,095.00**
1 year VI-Value Platinum Level Service Assurance Agreement		
Special Delivery/ Estimated Freight - Prepay and added to invoice	**$**	**375.00**
Other - Bonding , Etc.	**$**	**-**
(Handling Fee /Credits / Discounts)		
SUB-TOTAL	**$**	**18,121.11**
TAX (8.25%) If applicable		**EXEMPT**
TOTAL:	**$**	**18,121.11**
30% Deposit =	**$**	**5,436.33**

All installations require a 30% Deposit or Invoice

Progressive Billing Schedule

30% Deposit =	$5,436.33
30% Delivery =	$5,436.33
30% Substantial =	$5,436.33
10% Final Signoff =	$1,812.11

I have read and accept the proposal, pricing and terms of this proposal.

Signature Date

Printed Name

GSA Federal Supply Schedule Contract No. GS-03F-0019M

Credit Card Information - Credit card orders will be charged a 3% handling fee

	AMEX		

Visual Innovations Company, Inc.

Standard Warranty/Workmanship Guarantee

VISUAL INNOVATIONS COMPANY, INC. (VI) LIMITED WARRANTY

Standard 90 day Manufacturer's Warranty Service

MANUFACTURER'S WARRANTY SERVICE: If any products provided to the initial end-user customer should become defective within 90 days of delivery or installation by VI, VI will act on the behalf the customer to obtain repair or replacement from the manufacturer, provided that product is eligible for manufacturer's warranty coverage. Products covered during the manufacturer's warranty period are the responsibility of the manufacturer. This Manufacturer's Warranty Service is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the warranty period, Purchaser will either return the defective product; freight prepaid to the manufacturer, or deliver it to VI at the address listed below. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. VI will return the repaired product freight prepaid to Purchaser, on behalf of the Purchaser, at any time during the 90 day Workmanship Warranty period. In the absence of an Extended Service Agreement, all freight, labor and administrative costs incurred by VI associated with replacement of warranty parts after expiration of the original Workmanship Warranty period are the responsibility of the Purchaser, and will be billable to the Purchaser at VI's prevailing rates at the time of such service.

In the absence of an Extended Service Agreement, VI is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, VI will provide field service and support at the Purchaser's location at VI's prevailing billable rates for such service, subject to availability.

Standard 90 day Warranty against defects in Materials and Workmanship

ITEMS COVERED: VI warrants to the initial end-user customer of the Integrated System/Installation Services will be free from defects in material and workmanship for 90 days from date of substantial completion. Projector lamps or other consumables are not covered under this warranty but may be covered under the manufacturer's warranty.

VI'S PLEDGE TO CORRECT PROBLEMS UNDER WARRANTY: During the 90 day Workmanship Warranty period, at our option, VI will either repair or replace the in-warranty defective unit without charging the customer. When parts or products are exchanged under warranty the item(s) replaced will automatically become VI's property. In order to make repair or exchange under warranty VI may elect to use new parts or those reconditioned to the manufacturer's exacting standards of performance and quality. Once an item has been repaired under warranty it assumes the remaining period of warranty based upon original date of purchase. This warranty covers hardware, materials and workmanship related issues and does not include any necessary labor for maintenance or service.

NOT COVERED UNDER THIS WARRANTY: End-users of these products will not have any claim under this warranty for repair or adjustment expense if:

1. The equipment or materials is maltreated in anyway and the problem has been caused by improper or careless treatment.
2. The problem is caused by fire or other natural calamity
3. The problem is caused by improper repair or adjustment by an unauthorized service provider
4. Problems caused by unauthorized operation or installation
5. Damage caused in shipping
6. The serial number label or other identifying marks (name plates and logos) are removed
7. The proof of purchase is not submitted with the claim
8. Ownership of the product has changed (this warranty is non-transferable)
9. The warranty period has expired

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTIES, VI HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE.

LIMITATION OF LIABILITY

THE LIABILITY OF VI, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL VI BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

To obtain warranty service instructions, verify the problem and obtain Return Merchandise Authorization (RMA) number, please call Visual Innovations Company, Inc. technical support at 1-866-493-4169

NOTE: Any product returned without an RMA number will be refused upon delivery. For trouble shooting or to enquire about extended service warranties, please call the number listed above or visit our website – www.vicav.com

Visual Innovations Company, Inc.
8500 Shoal Creek Blvd, Building 1, Austin, Texas 78757 USA

November 3, 2004

Visual Innovations Company, Inc

Visual Innovations Company Inc.
Corporate Office

8500 Shoal Creek Blvd, Bldg 1
Austin, Texas 78757
Phone (512) 334-1100
Fax (512) 334-1133

Audio Visual Proposal

For

Hidalgo County
275th District Court

Quote Date:
Quotes expire in 30 days.

ATTACHMENT A - EQUIPMENT LISTING

QTY	MFG	Model	VI Part #	Description of products and services proposed	Price	Extended Price
1	VI	TXMAS		Contract #: TXMAS-4-581010	$ -	$ -
					$ -	$ -
2	Shure	MX418D/C		Desk mic with switch 18" gooseneck	$ 311.31	$ 622.62
2	Shure	MX393/C		Boundary mic with switch	$ 265.48	$ 530.96
2	Shure	ULXP14D-J1		Dual Body pack systems	$ 1,887.51	$ 3,775.02
4	Shure	WL51B		Lavelier mics for body packs	$ 263.05	$ 1,052.20
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
1	TOA	A906MKII		8 channel 60 watt amplifier	$ 425.00	$ 425.00
1	TOA	MB25B		Rack Mount	$ 19.95	$ 19.95
8	TOA	M11S		Mutable Mic input module	$ 56.32	$ 450.56
					$ -	$ -
1	Middle Atlantic	RK6		6 space black wood table top rack	$ 96.16	$ 96.16
					$ -	$ -
6	Atlas	FAP42T		Ceiling Speakers	$ 55.55	$ 333.30
					$ -	$ -
					$ -	$ -
1	VI			Mute Switch	$ 13.33	$ 13.33
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
				Equipment Total (Carried forward to Summary Page)		$ 7,319.10

Customer Initial Approved Equipment Listing _____

AI-10358 **18.A.10.**

Laboratory Services
CC REGULAR

Date: 08/05/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: "Laboratory Services"-Bid No. 2008-196-08-27-otm/ysi

BACKGROUND

See attached draft specs and draft contract

Proposed Advertisement Dates:
1st Ad - August 9, 2008
2nd Ad- August 16, 2008
Bid Opening Date: August 27, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-421-00-280-001-0-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$52,689.50 available balance as of 08/01/08.

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$38,000 available balance as of 08/01/08.

Attachments

Link: draft contract
Link: draft specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 01:28 PM	APRV
2	Budget & Management	Veronica Lopez	07/30/2008 02:04 PM	APRV

3	Rey Salazar	Rey Salazar	08/01/2008 07:48 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 12:01 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Olga Montero

Started On: 07/30/2008 08:22 AM

Final Approval Date: 08/01/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

SERVICE CONTRACT
C-08-196-00-00

THIS CONTRACT is made and entered into this_____ day_____ of **2008,** by and between the **County of Hidalgo, Texas** ("County"), and_____ ("Company").

WHEREAS, Company responded to request for bids for **" Laboratory Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within **Hidalgo County** for "Laboratory Services ".This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ **2008** and ending _____ **, 2009** and may be extended at the sole discretion of County for an additional two (2) one (1) year term .

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B", only after refusal to pay is received in writing from Superior Health Plan or any future awarded health administrator for CHIP qualified patients, attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

DRAFT

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on, _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____

DRAFT

Exhibit "A"

Hidalgo County
"LABORATORY SERVICES"
Bid No.: 2008-196-00-00-otm/ysi

SPECIFICATIONS

1. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Laboratory Services."

2. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

REQUIREMENTS, TERMS AND CONDITIONS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County Health Department has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3. All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County reserves the right to award to one (1) or multiple vendors which ever is more valuable to the County.

8. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

10. Specimens will be collected by Hidalgo County Staff.

DRAFT

11. Provide at least 1 (one) accessible lab location to refer patients for collection if specimen can not be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

12. Electronic Lab results are required.

13. Lab must schedule and provide pick up services for all specimens from each facility listed below. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.
Current locations are as follows:
    - Judge Mario E. Ramirez, Jr. Juvenile Justice Center
    1001 N Doolittle, Edinburg, TX 78541
    - Hidalgo County Jail
    701El Cibolo Rd. - Edinburg, TX 78539

14. All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid.

15. **All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.**

Services required:

16. VDRL.

17. CBC w/ diff and platlets.

18. Cultures (wound and urine)

19. H & H.

20. Lithium levels.

21. H-pylori.

22. Chem 24.

23. UA.

24. Ocuult Blood.

25. Carbamazipine levels.

26. Valporic acid levels.

27. Dilantin levels.

28. TSH.

29. Hgal c.

DRAFT

30. Liver enzyme panel.

31. Drug screens (serum and urine).

32. Acute Hepatitis Panel.

33. Basic Metabolic Panel.

34. Comp Metabolic Panel

35. Electrolyte Panel.

36. Hepatic Function Panel.

37. Lipid Panel.

38. Renal Function Panel.

39. CBC w Diff w Plt.

40. CBC w Diff w/o Plt.

41. CBC w/o Diff w Plt.

42. CBC w/o Diff w/o Plt.

43. Hematocrit.

44. Hemoglobin.

45. Platelet Count.

46. RBC Count.

47. WBC Count.

48. WBC Differential.

49. ABO and Rh.

50. Amylase.

51. Antinuclear Antibodies. *Results*

52. B_{12} and Folate.

53. BUN.

54. CEA.

55. Cholesterol, Total.

56. Creatinine.

57. Digoxin.

58. FSH and LH.

59. Glucose, Plasma.

60. hCG, Beta Subunit, Qual.

61. hCG, Beta Subunit, Quant.

62. Helicobacter pylori lgG.

63. Hemoglobin A1c w/MBG.

64. Hep B Surface Antibody.

65. Hep B Surface Antigen.

66. Hep C Antibody.

67. HIV-1 Antibodies.

68. Iron and IBC.

69. Magnesium.

70. Phenytoin.

71. Potassium.

72. PreGen-Plus.

73. Prolactin.

74. PSA.

75. Prothrombin Time (PT).

76. PTT Activated.

77. Rheumatoid Arthritis Factor.

78. RPR.

DRAFT

79. Rubella Antibodies, IgG.

80. Sed Rate, Westergren.

81. T_3 Uptake.

DRAFT

82. Thyroid Cascade Profile.

83. Thyroxine (T_4).

84. Testosterone.

85. TSH, 3rd generation.

86. Urinalysis (Microscopic on Positives).

87. Aerobic Bacterial Culture.

88. Chlamydia/GC DNA Probe w/confirmation on positives.

89. Chlamydia/GC DNA Probe w/out confirmation.

90. Genital Culture, Routine.

91. Group B Strep Colonization Detection Cult/DNA Probe.

92. Herpes Culture.

93. Ova & Parasites.

94. Stool Culture.

95. Throat, Beta-Hemolytic Strep Cult, Group A.

96. Upper Respitory Culture, Routine.

97. Urine Culture, Routine.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Olga Montero, Buyer or Yvette Islas, Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, Month day, 2008 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, Month day, 2008 by 5:00 p.m.

AI-10370 **18.A.11.**

Authority to Purchase Insecticides, Supplies and/or Acceessories
CC REGULAR

Date: 08/05/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Section 262.024 (a) (1)(2)(3) in connection with acquisition of insecticides, supplies and/or accessories;

B. Requesting authority to purchase insecticides, supplies and/or accessories with multiple vendors:
1. Public Health Equipment & Supply;
2. Univar;
3. B & G Chemical & Equipment;
4. Adapco;

BACKGROUND

Funds will be transferred to appropriate object code from Co Wide Adm Emergency Management- Contingency before each purchase. See AI-10348 for CC 08/05/08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds will be transferred to appropriate object code from Co Wide Adm Emergency Management- Contingency before each purchase. See AI-10348 for CC 08-05-08.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2008 04:40 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 07:46 AM	APRV
3	Veronica Lopez	Veronica Lopez	07/31/2008 09:46 AM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 04:28 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Marty Salazar

Started On: 07/30/2008 01:03 PM

Final Approval Date: 08/01/2008

AI-10376 **18.A.12.**

County wide Emergency Declaration-All Precincts and/or Elected Offices, Department, Programs or Agencies

CC REGULAR

Date: 08/05/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation by Precincts, Elected Offices, Departments, Programs or Agencies on the status of County Property and/or Health & Safety issues due to "Dolly";
B. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (1) (2) (3) and the granting of the "Order";
C. Requesting approval of contract(s) with the following vendors _____ in order to address and relieve the immediate emergencies due to "Dolly".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-068-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending approval of AI 10,348 appropriation of $1 million for emergency related expenditures due to Dolly from the G/F unreserved fund balance.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 04:42 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 07:47 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/31/2008 09:22 AM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 04:29 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Gricelda Villarreal Started On: 07/30/2008 02:29 PM

Final Approval Date: 08/01/2008

AI-10409 **18.A.13.**

Requesting to rescind CC action tanken on 07/28/08 for approval of amended Contract for Emergency Alert Systems

CC REGULAR

Date: 08/05/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion and consideration to rescind action taken by CC on 07/28/08 for approval of an amendment to the Services Agreement (to date not yet executed by Inspiron Logistics, LLC) between the County of Hidalgo and Inspiron Logistics, LLC for "Emergency Alert Systems".

BACKGROUND

Modifications being reviewed by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1283-429-10-300-025-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Agenda Item Approved 07/28/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 05:06 PM	APRV
2	Budget & Management	Veronica Lopez	08/01/2008 07:38 AM	APRV
3	Rey Salazar	Rey Salazar	08/01/2008 08:04 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 12:02 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV
Form Started By: Moises Salazar			Started On: 07/31/2008 10:37 AM	
Final Approval Date: 08/01/2008				

AI-10229 **14.A.5.**

Requesting amendment to contract for "Emergency Alert Systems" C-08-154-06-17

CC REGULAR

Date: 07/28/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of an amendment to the Services Agreement with Inspiron Logistics, LLC for "Emergency Alert Systems" for clauses as requested by contracted company and reviewed as to form by legal counsel (C-08-154-06-17)

BACKGROUND

Contract approved by Commissioners' Court on June 17, 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1283-429-10-300-025-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$40,810.00 available balance as of 07/18/08.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2008 02:01 PM	APRV
2	Budget & Management	Veronica Lopez	07/17/2008 02:58 PM	APRV
3	Rey Salazar		07/25/2008 09:32 AM	NEW

Form Started By: Moises Salazar Started On: 07/16/2008 05:13 PM
Final Approval Date: 07/25/2008

"Emergency Alert Systems" for clauses as requested by contracted company and reviewed as to form by legal counsel (C-08-154-06-17)

6. Requesting approval to exercise the ninety (90) days (as provided in current contract) with Mesquite Metal Holdings, LLC so as not to have a lapse in services while completing the procurement process. C-06-249-08-15

7. A. Presentation by Precincts, Elected Offices, Departments, Programs or Agencies on the status of County Property and/or Health & Safety issues due to "Dolly";

   B. Approval of "Emergency Declaration" due to "Dolly";

   C. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (1) (2) (3) and the granting of the "Order";

   D. Requesting approval of contract(s) with the following vendors_____in order to address and relieve the immediate emergencies due to "Dolly".

8. A. Presentation for discussion, consideration and approval and/or ratification (whichever is applicable): of a Mutual Benefit and Use Agreement between the County of Hidalgo and the City of Kingsville in connection with storm recovery related services;

   B. Presentation for discussion, consideration and approval and/or ratification (whichever is applicable) to negotiate and/or engage consulting services through our membership/participation with the Houston-Galveston Area Council awarded vendor Beck Disaster Recovery;

   C. Presentation for discussion, consideration and approval to enter into an Interlocal Agreement with Hidalgo County Drainage District #1 in connection with gasoline and diesel fuel services (all grades) through the DD#1's awarded vendor.

B. Pct. 1

1. A. Presentation for discussion, consideration and action related to the engagement of professional services required to assess and detail the scope of work (i.e. excavation) to be contracted to relieve and address the "emergency situation declared by CC on 7-22-08" in connection with the "culvert pipe/bridge washout" on Mile 3N & FM 491 including acceptance and approval of invoices related to same (if necessary and applicable);

   B. Authority to advertise for all necessary construction and related goods and/or services in connection with the: Repair and/or: Re-construction-Culvert Pipe/Bridge Washout" at Mile 3N & FM 491;

   C. Authority to engage the engineering services required to develop and draft

equipment for the following elected official(s), department head(s), program director(s) and employee(s).

Department Head:	Name of Employee:	Equipment Type:	Monthly Plan Cost:	Type of Plan:
Planning	Raul E. Sesin	Blackberry 8830	$99.99	Simply Everything Plan

13. **Auditor's Office - Ray Eufracio:**

A. Request approval to pay 2008-2009 AICPA (American Institute of Certified Public Accountants) dues for Raymundo Eufracio in the amount of $200.00.

14. **Purchasing Department - Marty Salazar:**
NOTES:
1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.
2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Administration Building:
a) General status report by project architect (when necessary) or purchasing department
b) other related items

4. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

5. Presentation for consideration, discussion acceptance and approval of an amendment to the Services Agreement with Inspiron Logistics, LLC for

AI-10425 **18.B.1.**

Request Exemption & Authority to Negotiate-Prof Engineering Svcs Related to Culvert Pipe-Bridge Washout on Mile 3N AND FM 491

CC REGULAR

Date: 08/05/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Darlene Betancourt
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (4) a professional service for Professional Engineering Services in connection with Culvert Pipe-Bridge Washout on Mile 3N AND FM 491-Precinct No 1;

B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded & evaulated through the County's approved "Pool" of engineers in connection with Professional Engineering Services for "Culvert Pipe-Bridge Washout on Mile 3N and FM 491" Precinct No 1
1st_____ 2nd_____
3rd_____;

C. Authority for the Purchasing Department to negotiate a Professional Engineering Services Contract with No. 1 ranked firm of _____ for the provision Engineering Services in connection with the "Culvert Pipe-Bridge Washout at Mile 3M & FM 491" Precinct No. 1.

BACKGROUND

See scoring/evalution grid

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-1-08 $45,000.00.

Attachments

Link: Culvert Pipe-Bridge Washout-Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	07/31/2008 05:16 PM	APRV
2	Budget & Management	Veronica Lopez	08/01/2008 07:40 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/01/2008 07:49 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 03:01 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Darlene Betancourt

Started On: 07/31/2008 04:39 PM

Final Approval Date: 08/01/2008

HIDALGO COUNTY PRECINCT NO. 1
FOR
CULVERT PIPE BRIDGE WASH-OUT ON MILE 3 NORTH AND FM 491
PROFESSIONAL ENGINEERING SERVICES

GRID

PROFESSIONAL SERVICES			
TOTAL SCORES & RANKING	JAVIER HINOJOSA ENGINEERNG	RODRIGUEZ ENGINEERING	DOS LOGISITICS, INC.
TOTALS	87	91	97
RANKING			
* SCORE AND EVALUATION BY: NOE MONTEZ, PCT 1 - RANKING BY COMMISSIONER'S COURT			

AI-10368 **18.B.2.**

Work Authorization No 5-Construction Materials Testing for Delta West Subdivision

CC REGULAR

Date: 08/05/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No 5 (with a proposed fee of $6,584.30) to provide Construction Materials Testing Services for "Delta West Subdivision-Centro St (Between 493 & Ash St) Precinct 1 with L & G Engineering Laboratory, LLC in connection with Contract No C-07-264-08-14.

BACKGROUND

See attached Work Authorization

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 7-31-08 $68,331.03 as of 8-1-08.

Attachments

Link: Work Auth No 5-Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 04:35 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 07:45 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/31/2008 09:47 AM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 05:13 PM	APRV
5	Ivan Cantu	Ivan Cantu	08/01/2008 07:16 AM	APRV
6	Linda Fong	Linda Fong	08/01/2008 10:11 AM	APRV
7	Court Administrator	Angela Garcia	08/01/2008 10:24 AM	APRV

Form Started By: Darlene Betancourt Started On: 07/30/2008 11:37 AM

Final Approval Date: 08/01/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-264-08-14
Work Authorization Form

WORK AUTHORIZATION NO. 05

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the Delta West Subdv. - Centro St. (between 493 & Ash St.) Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $6,584.30. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.05 shall be funded through funding source:
Account No._____.
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 05.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas, III, County Judge

ATTEST:

by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Delta West Subdv. - Centro St. (between FM 493 & Ash St.) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Delta West Subdivision – Centro St. (between FM 493 & Ash St.) Construction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Delta West Subdv. – Centro St. (between FM 493 & Ash St.) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Delta West Subdv. – Centro St. (between FM 493 & Ash St.) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Delta West Subdv. – Centro St. (between FM 493 & Ash St.) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-07-264-08-14.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Delta West Subdv. – Centro St. (between FM 493 & Ash St.) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment I
Delta West Subdv. - Centro Street (2112 L.F.)
Prepared For Hidalgo County Pct. No. 1

Tech Time	3	Hrs.	$41.80		$125.40
Trip Charge	40	Mi	$0.46		$18.40
Proctor	1	Ea.	$179.95		$179.95
Atterberg	1	Ea.	$69.65		$69.65
Reports	2	Ea.	$20.60		$41.20
Eng. Spec.	1	Hrs.	$104.50		$104.50
Engineer	1	Hrs.	$139.40		$139.40
				Sub.	**$678.50**

Tech Time	12	Hrs.	$41.80		$501.60
Trip Charge	200	Mi	$0.46		$92.00
Comp. Test	15	Ea.	$20.90		$313.50
Reports	5	Ea.	$20.60		$103.00
Eng. Spec.	2.5	Hrs.	$104.50		$261.25
Engineer	2.5	Hrs.	$139.40		$348.50
				Sub.	**$1,619.85**

Tech Time	3	Hrs.	$41.80		$125.40
Trip Charge	40	Mi.	$0.46		$18.40
Sieve Analysis	1	Ea.	$52.20		$52.20
Texas Wet Ball Mill	1	Ea.	$203.25		$203.25
Atterberg	1	Ea.	$69.65		$69.65
Moisture-Density Determ	1	Ea.	$179.95		$179.95
Reports	2	Ea.	$20.60		$41.20
Eng. Spec.	1	Hrs.	$104.50		$104.50
Engineer	1	Hrs.	$139.40		$139.40
				Sub.	**$933.95**

Tech Time	12	Hrs.	$41.80		$501.60
Trip Charge	200	Mi	$0.46		$92.00
Comp. Test	15	Ea.	$20.90		$313.50
Reports	5	Ea.	$20.60		$103.00
Eng. Spec.	2.5	Hrs.	$104.50		$261.25
Engineer	2.5	Hrs.	$139.40		$348.50
				Sub.	**$1,619.85**

Tech Time	6	Hrs.	$53.40		$320.40
Trip Charge	120	Mi	$0.46		$55.20
Rolling Patterns	2	Ea.	$34.85		$69.70
Laboratory Molded (ga)	1	Pr.	$91.90		$91.90
%AC-Grad	1	Ea.	$203.25		$203.25
Rice Gravity (gr)	1	Ea.	$101.30		$101.30
Reports	3	Ea.	$18.00		$54.00
Asphalt Thickness	6	Ea.	$58.10		$348.60
Eng. Spec.	2	Hrs.	$104.50		$209.00
Engineer	2	Hrs.	$139.40		$278.80
				Sub.	$1,732.15

Total Estimated Materials Testing Fees $6,584.30

AI-10375 **18.C.**

Requesting approval to Rescind and approval of revised Supplemental Agreement #1 for WA#7

CC REGULAR

Date: 08/05/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting approval to rescind previous action taken on 07/28/08, 14.C.1 (AI-10297) for Supplemental Agreement No. 1 to Work Authorization No. 7 for current contract C-07-358-09-04 with R. Gutierrez Engineering for the South Tower Park to reflect a $4,000.00 increase to the total project estimated cost, bringing the total estimated project cost to $12,000.00.
B. Requesting approval of revised Supplemental Agreement No. 1 to Work Authorization No. for current contract C-07-358-09-04 with R. Gutierrez Engineering for the South Tower Park to reflect a $12,000.00 increase to the total project estimated cost, bringing the total estimated project cost not to exceed $20,000.00.

BACKGROUND

As submitted and requested by Pct. #2 for approval by Commissioner Court. PO #603743 Contract C-07-358-09-04 approved by CC on 5/13/08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #603743 has an available balance of $8,000.00. The account has an available balance of $14,560.11 (as of 7/31/08). A PO increase of $12,000.00 will be required on the aforementioned PO to bring the total amount available to $20,000.00.

Attachments

Link: 07-358

Link:
C-07-358-09-04-R.Gutierrez-General Engineering Services-Pct 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 04:41 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 07:47 AM	APRV

.1.

3	Dale Kennan	Dale Kennan	07/31/2008 08:59 AM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 04:46 PM	APRV
5	Martha Salazar		08/01/2008 05:12 PM	NEW

Form Started By: Oscar Garza Started On: 07/30/2008 02:25 PM

Final Approval Date: 08/01/2008

R. Gutierrez Engineering Corporation

July 22, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Proposed Supplemental Agreement No. 1 – South Tower Park Construction Management
Project No. ENG07.032g

Dear Commissioner Palacios:

We are continuing to provide the construction management services for the South Tower Park project. As it turns out, the work involved in managing construction of the project is more than had been anticipated. I am submitting a proposed Supplemental Agreement No. 1 to increase the fee payable by $12,000.00 under Work Authorization No. 7. This increase brings the total fee payable under this work authorization to $20,000.00 and should cover the remaining construction management services needed on this project.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 7 of the 2007 Road & Bridge Contract. If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

RECEIVED
Yolie Jackson
JUL 22 08
Hidalgo County
PRECINCT #2

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 7
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 7 to Contract No. C-07-358-09-04, on the 13th day of May 2008 to provide general construction management services and construction staking services for the construction of South Tower Park, Hidalgo County, Texas, hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 7, the estimated cost for services under the Work Authorization are not to exceed $8,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 9 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $20,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 7, for Professional Engineering Services to be executed as of the ____ day of _____ 2008.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-07-358-09-04

THIS AGREEMENT is made, entered into and executed as of the 4TH day of **September, 2007** by and between the **COUNTY OF HIDALGO,** acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation, a Texas Corporation,** professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

WHEREAS, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

ARTICLE 1. Employment of Engineer. Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a "Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which

Engineer shall perform with respect to Projects assigned to it are as stated in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, and in the sections to follow. Upon assignment of a Project to Engineer, Engineer and Owner agree to execute a Work Order in substantially the form contained in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, which form shall set forth the specific scope of Engineer's services to be performed in connection with such Project. Owner agrees to pay Engineer compensation as stated herein in exchange for such services.

ARTICLE 2. SCOPE OF SERVICES. The Engineer's services, as more fully described generally in **Exhibit "A"**, and specifically in each Work Order, shall be divided into the following phases, and compensation of the Engineer based on completion of the milestones specified for such phase;

A. **Preliminary Phase:**

A specific description of the services to be rendered by the Engineer in the Preliminary Phase is included in **Exhibit "A".**

B. **Design Phase:**

A specific description of the services to be rendered by the Engineer in the Design Phase is included in **Exhibit "A".**

C. **Construction Phase:**

A specific description of the services to be rendered by the Engineer in the Construction Phase included in **Exhibit "A".**

ARTICLE 3. Period of Service. The services called for in Article 2A (Preliminary Phase) of this Agreement shall be completed and the report submitted immediately following the receipt by the Engineer of notice to proceed for a Project.

After receipt from the Owner of acceptance of the preliminary study and report for

a project indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Engineer will proceed with the performance of the services called for in Article 2.B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for construction of the Project. Engineer will, upon the execution of a work order for a Project, proceed to obtain all necessary permits and prepare any applications or studies which Owner may need to submit to any federal, state or local authority in order to comply with any laws, regulations, ordinances, building codes and/or guidelines.

Following the award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Article 2.C (Construction Phase) of this Agreement.

This Agreement shall remain in force, with respect to any particular Project, (1) for a period which may reasonably be required for the design, award of contracts, construction each Project, and supervision of the initial operation of each Project, including extra work and any required extensions thereto; or (2) for a period of 12 months after the completion of the services for each Project called for either in Section 2.A (Preliminary Phase) or B (Design Phase), which ever may be pertinent, in case construction is not commenced. The final acceptance by the Owner of each construction contract in each Project shall serve as evidence of completion, on the part of the Engineer, of all services under this Agreement insofar as they pertain to that section of each Project.

ARTICLE 4. Coordination with the Owner. The Engineer shall hold conferences with the Owner, or his representatives as often as necessary, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing

needs and facilities, and be consistent with Owner's current policies and standards. To implement this coordination, the Owner shall make available to the Engineer for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative

to existing facilities and to the Project.

ARTICLE 5A. Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

B. Services Not Included in Above Fees: The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:

SPECIAL SERVICE

1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.

2. Services of resident engineer or inspector if required by Owner.

3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.

4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.

5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.

6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.

7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.

8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.

9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.

10.Detailed construction staking and project administration for projects as requested by the owner.

Basis of Compensation

1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.

3. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

4. At rates authorized by Hidalgo County for its County Officials.

5. At rates authorized by Hidalgo County for its County Officials.

6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

7. (1) Furnished directly by Owner or (2) By Engineer at negotiated fee or salary cost plus 10% and reimbursement for direct non-labor expense or subcontract expense at invoice cost plus a 10% service charge.

8. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

9. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

Payments to the Engineer for authorized services not at the percentage fees will be made in accordance with the terms and provisions of Article 8 hereof, by the Owner, upon presentation of monthly statements by the Engineer of such services.

ARTICLE 6. Revision to Drawings and Specifications. The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents which do not concern reducing expenses to allow the Project's cost to be within the amount estimated by Engineer, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the fee stipulated in Article 5B this Agreement. Compensation for such extra services shall be determined in accordance with Article 5B. Notwithstanding any provision herein to the contrary, in the event it is necessary for Owner to require changes in the final plan of the Project to enable it to reduce the cost of a Project to an amount within the sum estimated by Engineer, Engineer will make such revisions or changes without charge to Owner.

ARTICLE 7. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Owner, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without

Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 19, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Owner with one complete set of reproducible record prints. Additional prints shall be furnished, as an additional service, at any other time requested by Owner. All such reproductions shall be the property of the Owner who may use them without Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

ARTICLE 8. Payment. Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Engineer's services rendered, together with a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of Owner meets approving such payment, the Owner shall make payment to Engineer in the amount approved as aforesaid subject to Article 8.4 below.

8.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due ("Final Payment") under such Final Request in accordance with the provisions of Article 8.1.

8.3 The Final Request for Payment shall not be made until Engineer delivers to Owner an affidavit that so far as Engineer has knowledge or information any and all amounts due for materials and services over which Engineer has control have been paid.

8.4 **Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 8.1 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

(1) Engineer is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to Engineer's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Engineer's services which were performed in accordance with this Agreement;

(3) Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Engineer's services for which Owner has made payment to Engineer;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Engineer's services in accordance with this Agreement, no additional payments will be due Engineer hereunder unless and until Engineer, at its sole cost, performs a sufficient portion of the Engineer's services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Engineer's services.

8.5 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Engineer's services to which such partial payment related or relieves Engineer of any of its obligations hereunder with respect thereto.

8.6 Engineer shall promptly pay all bills for labor and material performed and

furnished by others in connection with the performance of the Engineer's services.

8.7 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from **(1)** faulty or defective services of Engineer appearing after completion of the Project, **(2)** failure of Engineer's services to comply with the requirements of this Agreement or any contracts or agreements related to the Project, or **(3)** terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for payment.

ARTICLE 9. Discounts, Rebates, Refunds. In connection with procurement services rendered by Engineer, if procurement services are required of Engineer in **Exhibit "A",** all discounts, rebates and refunds shall accrue to Owner. For some purchases, Engineer may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, Engineer shall promptly notify Owner so that a course of action may be mutually agreed upon by Owner and Engineer.

ARTICLE 10. Records, Accounting, Inspection. Engineer shall keep full and detailed records and accounts in a manner approved by Owner. Engineer shall afford Owner's authorized personnel and independent auditors, if any, full access to the work performed by Engineer regarding the Project and to all of Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and Engineer shall preserve all such records for three (3) years after final payment. Engineer shall deliver to Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of Owner.

ARTICLE 11. Subcontracting and Assignment. This Agreement may not be assigned or encumbered by Engineer nor may Engineer subcontract any work hereunder in whole or in part, unless written permission is first obtained from Owner except as provided in **Exhibit**

"A". Owner shall have the right to approve any of Engineer's subcontracts of any portions of the work hereunder as Owner may deem advisable. Engineer will bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to such subcontractors.

ARTICLE 12. Patents. Engineer shall indemnify and save Owner harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by Engineer or from the use of any process designed by Engineer or effected by said apparatus or equipment, and Engineer shall indemnify and save Owner harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that Owner shall promptly transmit to Engineer all papers served on Owner in any suit involving such claim of infringement, and provided further, that Owner permits Engineer to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, Engineer shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years.

Engineer hereby grants to Owner a non-exclusive, royalty-free license under patents now or hereafter owned by Engineer covering any machines, apparatus, processes, articles, or products included in Engineer's work hereunder.

ARTICLE 13. Confidential Information, Inventions and Other Restrictions.

(a) Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of Owner, or any other confidential information given to Engineer by any of Owner's commissioners, elected officials,

employees, or representatives or acquired by Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in Engineer's possession prior to such disclosure to Engineer by Owner or which is or shall lawfully be published or become part of general knowledge from sources other than Engineer or which otherwise shall lawfully become available to Engineer from a source other than Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of Owner if necessary to perform the work hereunder. Engineer shall, however, inform each of its employees who receive such information of these restrictions and Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to Owner, effectuating the purposes of this Article.

(b) Engineer shall communicate to Owner at once, and require Engineer's employees assigned to this Project to communicate to Owner all inventions and improvements which any of Engineer's employees, either alone or in conjunction with any of Owner's employees may conceive, make or discover during the course of or as a result of work on this Project under this or any ensuing agreement with Owner that relates to the processes, products, compositions, machinery or plants of Owner, or relating in any way to any of the operations in which Owner has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of Owner without any obligation on its part to make any payment therefor in addition to any sums which Owner may be obligated to pay to Engineer as compensation for services rendered by Engineer under contract with Owner. Engineer shall require its employees to execute patent

applications and assignments thereof to Owner or its nominees, and powers of attorney relating thereto for any county Owner may designate, and shall take all other actions as Owner may request to maintain and protect such inventions and improvements. Owner shall pay all costs or charges incurred in protecting such inventions and improvements if Owner desires to protect them. Before assigning any of Engineer's employees to work under any contract with Owner concerning this Project, Engineer shall obtain from them agreements satisfactory to Owner effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this Article 13 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 14. Warranties.

(a) Engineer warrants that engineering design work performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, Owner and Engineer agree and acknowledge that Owner is entering into this Agreement in reliance on Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Engineer covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Engineer shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable

governmental regulations, statutes and ordinances then in effect. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

(d) The Engineer represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Engineer having such special skills could anticipate may arise from the proper use of the Project after acceptance by Owner; as the design professional, it has some measure of control over any such dangerous conditions; it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after acceptance by Owner; and, it recognizes that any commissioners, elected officials, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(e) Engineer represents, covenants and agrees that its drawings and specifications of the Project (the "Project Drawings") will be accurate and free from any material errors and the shop drawings that Engineer shall approve will be accurate and free from any

material errors relating to design intent. Engineer additionally represents, covenants, and agrees to the following: that the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Project Drawings; that the result of the Project Drawings, if built in accordance therewith, will be suitable for purposes for which the Project is designed; that the result of Engineer's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for its intended purpose. The Engineer's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Project Drawings nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Engineer's skill and knowledge in preparing the Project Drawings.

In connection with Engineer's performance of procurement services hereunder, if any, Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit Owner.

ARTICLE 15. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of Engineer's services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole

or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Engineer shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

ARTICLE 16. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 15 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

ARTICLE 17. Insurance.

(a) Engineer shall comply with the insurance obligations set forth in **Exhibit "C"** entitled **"Insurance to be Carried by Engineer"**, attached hereto and incorporated in the Agreement.

(b) Engineer currently maintains a general and professional liability insurance policy to cover the liability of Engineer connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding $1,000,000.00 and Engineer covenants and agrees to use its best efforts to obtain renewals of such policy until one (1) year following date of the acceptance of the Project by the Owner. Engineer agrees to furnish Owner certificates of the insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

ARTICLE 18. Notices. All notices hereunder shall be deemed to be made properly if sent by mail to Engineer at 130 East Park Avenue, Pharr, Texas 78577 and to County at 100 E. Cano, Edinburg, Texas 78539. The address may be changed by either party by similar notice. Notice

so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's Engineer, as appropriate.

ARTICLE 19. Termination. The Owner may terminate this Agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to be relieved of any further obligation under the Agreement, and shall cancel promptly all existing orders and contracts, except the construction contract and other orders and contracts which Owner may designate in the notice, insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Owner shall then approve all or the portion of the services which Owner may consider appropriate under the circumstances. Owner shall then pay Engineer promptly that proportion of the prescribed fee which the services actually performed under this Agreement as determined by Owner bear to the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

ARTICLE 20. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between Engineer and Owner relating to the work herein described. There are no previous or contemporary representations or warranties of Owner or Engineer not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on Owner unless in writing and executed by an officer or employee of Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of Owner thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair Owner's rights with respect to any liabilities, whether or not liquidated, of Engineer to Owner theretofore accrued.

(e) All rights and remedies of Owner specified in this Agreement are in addition to Owner's other rights and remedies.

(f) Engineer shall remain an independent contractor and shall have no power, nor shall Engineer represent that Engineer has any power, to bind Owner or to assume or to create any obligation express or implied on behalf of Owner except as specifically authorized in advance by the Owner.

(g) The Agreement shall be construed under the laws of the State of Texas and is perform able in Hidalgo County, Texas.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Contract to be executed as of the day and year first above written.

ENGINEER:
R. Gutierrez-Engineering Corporation
By: _____
Printed Name:: RAMIRO GUTIERREZ
Title: PRESIDENT

OWNER:
COUNTY OF HIDALGO
By: _____
Juan D. Salinas III, County Judge

ATTEST:
_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court September 4, 2007

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____

EXHIBIT "A"
SCOPES OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

The services to be provide by the ENGINEER in developing these Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide for the surveying services necessary to determine and stake out the existing right-of-way, to obtain the existing topography and x-sections of the project and to provide the necessary mapping and plotting of the existing field conditions.
(5) Provide for the preparation of a project right-of-way map where right-of-way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.
(6) Provide for the preparation of a subdivision plat by preparing the City or County applications for the subdivision, preparing a preliminary layout of the subdivision plat, preparing a preliminary utility (water, sanitary sewer, and drainage) plan to serve the site, preparing a drainage report for the subdivision plat approval, attending meetings with Planning and Zoning and City Commission as necessary to obtain preliminary plat approval, preparing final subdivision layout of the subdivision plat, submitting plat to review agencies for final plat approval processing, addressing and responding to comments from the City from the preliminary plat review, attending public meetings as necessary for Final Plat Approval.
(6) Based on the geotechnical investigation and surveying services, prepare a preliminary engineering study and report on the Project, in sufficient detail to clearly indicate the problems involved and the alternate solutions available to the OWNER; to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the ENGINEER's recommendations.
(7) As may be required, comply and receive the Owner's and the funding agencies approval on all work.
(8) Provide the OWNER 5 copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

(9) Obtain the OWNER'S approval of the work of the Preliminary Phase before proceeding with the next phase.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining completed design work activities.
(2) Perform any additional surveying services necessary to collect information required in the design of the Project.
(3) Plot field data and other survey information for the design of the Project.
(4) Prepare detailed plans specifications, contract documents and drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
(5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(6) Develop preliminary and final plans for on-site subdivision improvements (water, sanitary sewer, and drainage). Develop preliminary and final paving and grading plans. Submit plans to respective public entities for review and comment. Address any comments from respective public entities and obtain approvals. Prepare specifications and final cost estimate of proposed subdivision improvements. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(7) Furnish the OWNER all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.
(8) Assist the OWNER in the advertisement of the Project for bids.
(9) Assist the OWNER in the opening and tabulation of bids for construction on the Project, and recommend to the OWNER as to the proper action on all proposals received.
(10) Assist in the preparation of formal contract documents for the award of contracts.
(11) Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which OWNER may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The ENGINEER shall consult and advise OWNER and act as OWNER's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of ENGINEER as assigned in the General Conditions of the

Construction Contract shall not be modified, except as ENGINEER may otherwise agree in writing.

(2) The ENGINEER shall provide administration of authorized construction (as distinguished from the inspection of a resident engineer continuously at the site of the Project), including visits of the ENGINEER or a competent representative of the ENGINEER to the site of construction at least three times per week. In the administration of the Project, the ENGINEER will use his best efforts to protect the OWNER against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify OWNER of any such defect and take all steps possible to require Contractor to correct the deficiency.

(3) Provide for all field surveys and field layouts to establish right-of-way and vertical and horizontal control for construction.

(4) Provide for detailed construction staking, at OWNER's expense.

(5) Consult and advise with the OWNER during construction.

(6) Furnish the services of a resident engineer and inspectors if OWNER requests ENGINEER to do so, for continuous on-the-site inspection of construction, at OWNER's expense.

(7) Submit a written monthly report to the OWNER that outlines the progress in a form and manner satisfactory to the OWNER.

(8) Check shop or working drawings furnished by Contractors.

(9) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(10) Prepare monthly and final estimates for payments to contractors, and furnish to the OWNER any necessary certifications as to payments to contractors and suppliers. Retainage is to be withheld from all payments on construction contracts until final acceptance by OWNER.

(11) Prepare, explain and submit proposed contract change orders when applicable.

(12) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(13) Perform, in company with the OWNER's representatives, a final inspection of the Project.

(14) Revise contract drawings to show the work as actually constructed and furnish the OWNER with 5 sets of prints.

EXHIBIT "B"
WORK AUTHORIZATION

HIDALGO COUNTY

Professional Engineering Services
Contract
Work Authorization/ Work Order Form

WORK AUTHORIZATION/ORDER NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Engineer** is identified in ***Attachment A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***Attachment "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **Attachment "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:
(INSERT NAME OF COMPANY)

_____
By: (TYPE NAME)_____

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Eddy Trevino, County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 11/07/2006

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Valley Insurance Providers PO Drawer 3783 McAllen TX 78502	**INSURERS AFFORDING COVERAGE**
INSURED R GUTIERREZ ENGINEERING CORP. 130 E. Park Pharr TX 78577	INSURER A: ZURICH NORTH AMERICA INSURANCE COMPANY INSURER B: ZURICH NORTH AMERICA INSURANCE COMPANY INSURER C: ASSOCIATED INTERNATIONAL INS. COMPANY INSURER D: THE HARTFORD INSURANCE INSURER E: LANDMARK AMERICAN INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PAS 42735911	11/05/2006	11/05/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	001287350-01	11/05/2006	11/05/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	UE421900064	11/05/2006	11/05/2007	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEPK3153	11/05/2006	11/05/2007	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	OTHER PROFESSIONAL CLAIMS MADE FORM	LHR711493	11/05/2006	11/05/2007	LIMIT: $1,000,000 DEDUCTIBLE $5,000 APPLIES TO INDEMNITY AND EXPENSE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER: ___

HIDALGO COUNTY
FAX: 782-2558

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Valley Insurance Providers
620 W. Ferguson
Pharr, TX 78577
Tel. (956) 787-8531

AUTHORIZED REPRESENTATIVE VALLEY INSURANCE PROVIDERS

© ACORD CORPORATION 1988

AI-10383 **18.C.2.**

Request for correction to Change Order No.2 for South Tower Park Project

CC REGULAR

Date: 08/05/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of amendment/correction to Change Order No. 2 approved on 7/22/08 to reflect an increase of 20 calendar days, in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document.

BACKGROUND

Original Contract Price of $223,399.50 is being funded by Urban County. (Project #5007-92-0306-5000-9200-ML located in Pct. #2)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No negative budgetary impact

Attachments

Link: So T. Park

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 12:48 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 12:56 PM	APRV
3	Dale Kennan	Dale Kennan	07/31/2008 03:27 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 02:39 PM	APRV
5	Dale Kennan	Angela Garcia	08/01/2008 02:01 PM	NEW

Form Started By: Oscar Garza — Started On: 07/30/2008 03:48 PM

Final Approval Date: 08/01/2008

R. Gutierrez Engineering Corporation

July 16, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Revised Change Order No. 2 – South Tower Park Construction
Project No: ENG07.016

Dear Commissioner Palacios:

We are requesting approval for a proposed Change Order No. 2 for the construction of the South Tower Park project off-site drainage items. The change to the contract is as follows:

1. The plans were designed using a sanitary sewer line cleanout at the end of the line just outside the proposed restroom facilities. The City of Alamo requested a manhole be used instead of a cleanout. This is due to the fact that in other city parks, they have had to unclog some sanitary sewer lines by removing large items that kids force down the drains. A manhole will allow much easier access to remove these type of items that may clog the line.

2. The parking lot around the Multi-purpose building has been redesigned. As a result, the quantity of concrete gutter required has been reduced by 631 LF.

3. The contractor encountered an existing, active sanitary sewer line running in an east-west direction along Rancho Blanco Road. This line had not been previously spotted for us by either Military Highway Water Supply Corporation or the City of Alamo. It appears to belong to MHWSC. This sanitary sewer line is a gravity line that cannot be adjusted vertically. The storm sewer line downstream of the sanitary sewer line has already been laid; therefore, it cannot be adjusted vertically either. We are adding a new deep manhole at the location of the conflict and constructing a steel casing through the manhole to allow the sanitary sewer line to cross. This method of resolving conflicts such as these is not unusual.

4. Construction time has been increased by 20 days due to the extra work being requested and due to the recent wet weather.

Attached is the proposed Change Order No. 2. The net total change is a reduction of $2,837.50. The contractor, Sanchez United Contracting, Inc. has not yet signed the Change Order No. 2, however, the change order needs to be placed on the Commissioner's Court agenda for next Tuesday's meeting. We will submit the Change Order No. 2 signed by the contractor once he signs it. That should take place in a couple of days at most.

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

CHANGE ORDER NUMBER TWO (2)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: July 15, 2008 EFFECTIVE DATE: July 15, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
Rt. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING A SANITARY SEWER FIBERGLASS MANHOLE
2. REMOVED AN 8" SANITARY SEWER CLEANOUT
3. 631 LF OF 4 FT VALLEY GUTTER WAS REDUCED ON 425 LF
4. ADDING A DEEP CONCRETE STORM SEWER MANHOLE AND CASING FOR SANITARY SEWER PIPE
5. 20 DAYS WERE ADDED TO THE CONSTRUCTION TIME

Reason for Change Order:

1 SANITARY SEWER REQUESTED BY CITY OF ALAMO UTILITY DEPARTMENT
2. CLEANOUT REPLACED BY SANITARY SEWER MANHOLE
3. CONCRETE VALLEY GUTTER WAS REDUCED BECAUSE DRAIN DESIGN WAS CHANGED
4. STORM CONCRETE MANHOLE IS NEEDED TO AVOID SANITARY SEWER PIPE
5. CONSTRUCTION TIME WAS INCREASED BECAUSE EXTRA WORK WAS REQUESTED

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 223,399.50		Original Contract Time for: Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 7,674.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 231,073.50		Contract Time prior to this Change Order Substantial Completion:	75 calendar days or dates
Net increase (decrease) of this Change Order $ (2,837.50)		Net increase (decrease) of this Change Order	20 calendar days
Contract Price with all approved Change Orders $ 228,236.00	Net % increase (decrease) from original contract price. 2.20 %	Contract Time with all approved Change Orders Completion:	95 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
Engineer (Authorized Signature)
Date: 7/16/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 7-16-08

CHANGE ORDER No.2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
SOUTH TOWER PARK PROJECT
BID NUMBER:5007-92-0306-5000-9200-ML

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Change Order No.2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2	Revised Contract Cost after C.O.No.2
STORM SEWER, SANITARY SEWER AND WATER											
1	1,115.00	1,503.00	1,503.00	LF	Trench Excavation Protection	$ 2.00	$ 2,230.00	776.00	3,006.00	0.00	3,006.00
2	157.50	157.50	157.50	SY	Concrete Riprap (CL B)(4")	$ 14.00	$ 2,205.00	0.00	2,205.00	0.00	2,205.00
3	64.00	64.00	64.00	LF	RCP (CL III) (18") (Rubber Gasket)	$ 27.00	$ 1,728.00	0.00	1,728.00	0.00	1,728.00
4	51.00	51.00	51.00	LF	RCP (CL III) (30") (Rubber Gasket)	$ 44.00	$ 2,244.00	0.00	2,244.00	0.00	2,244.00
5	388.00	388.00	388.00	LF	RCP (CL III) (42") (Rubber Gasket)	$ 70.00	$ 27,160.00	0.00	27,160.00	0.00	27,160.00
6	640.00	640.00	640.00	LF	RCP (CL III) (48") (Rubber Gasket)	$ 80.25	$ 51,360.00	0.00	51,360.00	0.00	51,360.00
7	4.00	4.00	4.00	EA	Inlet (Ty CC)	$ 2,400.00	$ 9,600.00	0.00	9,600.00	0.00	9,600.00
8	2.00	2.00	2.00	EA	Manhole (Ty M)	$ 1,900.00	$ 3,800.00	0.00	3,800.00	0.00	3,800.00
9	1,115.00	1,115.00	1,115.00	LF	8" PVC SDR 26	$ 11.50	$ 12,822.50	0.00	12,822.50	0.00	12,822.50
10	4.00	4.00	5.00	EA	4-Ft Dia. Fiberglass Manhole	$ 1,700.00	$ 6,800.00	0.00	6,800.00	1,700.00	8,500.00
11	2.00	2.00	2.00	EA	6" Cleanout	$ 280.00	$ 560.00	0.00	560.00	0.00	560.00
12	1.00	1.00	0.00	EA	8" Cleanout	$ 325.00	$ 325.00	0.00	325.00	(325.00)	0.00
13	940.00	940.00	940.00	LF	8" PVC C-900 DR 18	$ 10.00	$ 9,400.00	0.00	9,400.00	0.00	9,400.00
14	162.00	162.00	162.00	LF	6" PVC C-900 DR 18	$ 7.50	$ 1,215.00	0.00	1,215.00	0.00	1,215.00
15	781.00	781.00	781.00	LF	2" PVC C-900 DR 18	$ 3.50	$ 2,733.50	0.00	2,733.50	0.00	2,733.50
16	36.00	36.00	36.00	LF	16" PVC CASING (SDR-26)	$ 27.00	$ 972.00	0.00	972.00	0.00	972.00
17	45.00	45.00	45.00	LF	10" PVC CASING (SDR-26)	$ 14.00	$ 630.00	0.00	630.00	0.00	630.00
18	44.00	44.00	44.00	LF	4" PVC CASING (SDR-26)	$ 4.00	$ 176.00	0.00	176.00	0.00	176.00
19	1.00	1.00	1.00	EA	Flush Valve	$ 660.00	$ 660.00	0.00	660.00	0.00	660.00
20	2.00	2.00	2.00	EA	8" x 2" Reducer Tee	$ 225.00	$ 450.00	0.00	450.00	0.00	450.00
21	4.00	4.00	4.00	EA	8" x 6" Reducer Tee	$ 285.00	$ 1,140.00	0.00	1,140.00	0.00	1,140.00
22	1.00	1.00	1.00	EA	10" x 8" Reducer Tee	$ 460.00	$ 460.00	0.00	460.00	0.00	460.00
23	2.00	2.00	2.00	EA	2" (45 Degree) Elbow	$ 60.00	$ 120.00	0.00	120.00	0.00	120.00
24	2.00	2.00	2.00	EA	8" (45 Degree) Elbow	$ 55.00	$ 110.00	0.00	110.00	0.00	110.00
25	4.00	4.00	4.00	EA	8" (11.25 Degree) Elbow	$ 65.00	$ 260.00	0.00	260.00	0.00	260.00
26	1.00	1.00	1.00	EA	2" Valve Box	$ 350.00	$ 350.00	0.00	350.00	0.00	350.00
27	1.00	1.00	1.00	EA	8" M.J. Gate Valve & Box	$ 870.00	$ 870.00	0.00	870.00	0.00	870.00
28	3.00	3.00	3.00	EA	Fire Hydrant Assembly w/6" Gate & Valve Box	$ 2,950.00	$ 8,850.00	0.00	8,850.00	0.00	8,850.00
29	1.00	1.00	1.00	EA	Single Water Service Connection	$ 650.00	$ 650.00	0.00	650.00	0.00	650.00
30	206.00	206.00	206.00	LF	Temp Sediment Control Fence	$ 4.00	$ 824.00	0.00	824.00	0.00	824.00
31	84.00	84.00	84.00	SY	Construction Exits (Install)	$ 14.50	$ 1,218.00	0.00	1,218.00	0.00	1,218.00
32	84.00	84.00	84.00	SY	Construction Exits (Remove)	$ 10.00	$ 840.00	0.00	840.00	0.00	840.00
33	6,781.00	6,781.00	6,781.00	LF	Concrete Curb (6")	$ 5.00	$ 33,905.00	0.00	33,905.00	0.00	33,905.00
34	3,760.00	3,760.00	3,760.00	LF	Concrete Curb & Gutter	$ 7.00	$ 26,320.00	0.00	26,320.00	0.00	26,320.00
35	631.00	631.00	206.00	LF	Valley Gutter (4-Ft)	$ 16.50	$ 10,411.50	0.00	10,411.50	(7,012.50)	3,399.00
36	0.00	388.00	388.00	LF	Lowering 42" R.C.P. (CL III) Rubber Gasket	$ 8.50	$ -	3,298.00	3,298.00	0.00	3,298.00
37	0.00	3.00	3.00	EA	Lowering of Inlet C7, C9, and C10	$ 1,200.00	$ -	3,600.00	3,600.00	0.00	3,600.00
38	0.00	0.00	1.00	LS	Placing deep manhole and casing for Sanitary Sewer	$ 2,800.00	$ -	0.00	0.00	2,800.00	2,800.00
						Total :	$ 223,399.50	$ 7,674.00	$ 231,073.50	$ (2,837.50)	$ 228,236.00

AI-10334 **18.D.1.**

Purchase (2) New 420E Backhoe Loaders
CC REGULAR

Date: 08/05/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) from Holt Cat located at 3302 So. WW White Rd. San Antonio, TX., through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for purchase of (2) New 420E CAB2E Backhoe Loader in an amount not to exceed 135,990.00 ($67,995.00 each). Price includes buyboard pricing and fees.

BACKGROUND

As per specifications, review and request by Pct. 3, attached is a formal request for proposed purchase with funding appropiated under acct. # 8-1336-431-00-123-040-0-742.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-040-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $193,624.02 as of 7/30/08.

Attachments

Link: 08-278
Link: 08-278

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 01:16 PM	APRV
2	Budget & Management	Veronica Lopez	07/30/2008 01:22 PM	APRV
3	Dale Kennan	Dale Kennan	07/30/2008 02:14 PM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 05:08 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Oscar Garza — Started On: 07/28/2008 03:39 PM

Final Approval Date: 08/01/2008

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

07/14/2008

HIDALGO COUNTY PCT 3 0562750 #G11580557
PO BOX 607
MISSION 78573

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 420E CAB2E BACKHOE LOADER

MACHINE SPECIFICATIONS

Machine ID Serial: SMU: 0

Description

420E BACKHOE LOADER ST 2WS
ENGINE, 89 HP TIER 2 EPA FLEX
CAB, DELUXE W/AC
BUCKET, 1.5 CYD GP
CUTTING EDGE, TWO PIECE,WIDE
HYDRAULICS, LOADER, GP
E-STICK
BELT, SEAT, 2" SUSPENSION
COOLER, HIGH AMBIENT
COUNTERWEIGHT, 1075 LBS
STABILIZER PADS,FLIP W/GUARD
MANUALS, ENGLISH
PLATE GROUP - BOOM WEAR
LOCK, VANDALISM
HYDRAULICS, BH, 5 FUNCTION
BUCKET, 36" 10.3 CFT HD
TIRES, 2WD BIAS, FIRESTONE
POWERTRAIN,93 HP,2WD,STD SHIFT

QUOTE GRAND TOTAL	**BUYBOARD QUOTE**	**EACH**	**USD $ 67,995**
			X 2 $ 135,990

HOLT CAT QUOTE REFERENCE NUMBER 268-07

WARRANTY

12 month/ 1,500 Hour CAT Total Machine Warranty
PREMIER ESC Warranty Coverage for 3 Years/ 5000 Hours….ADD + $ 2100.00 EACH

F.O.B./TERMS

Delivered

THIS QUOTE IS IN EFFECT FOR TWO WEEKS TO BE ABLE TO GET SEPTEMBER/ OCTOBER DELIVERY, AFTER TWO WEEKS THE WILL BE A PRICE INCREASE OF $2700.00 PER UNIT.

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMORANDUM

TO: Oscar Garza, Procurement Specialist
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: July 28, 2008

RE: Purchase Authorization

Please let this memorandum serve as a request to place in the next Commissioner's Court authorization to purchase two (2) new backhoe loaders and 1 (one) new water truck. The purchases for the above-mentioned will be fund with account number 8-1336-431-00-123-040-0-742.

Thank you and should you need additional information, please call my office.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

AI-10353 **18.D.2.**

Purchase of (1) One New Peterbilt 340 Model Water Tank
CC REGULAR

Date: 08/05/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting authority to purchase a new 3000 gallon-Peterbilt Model 340 water tank body through Hidalgo County's membership and participation with H-GAC and TASB (BuyBoard) awarded vendor Rush Truck Center contract #HT11-07 in the amount not to exceed $117,386.00 which includes delivery and co-op fees.

BACKGROUND

As reviewed, recommended and approved as per specifications provided and attached for the purchase of a 3,000 gallon water tank as requested by Pct. #3.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-040-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per Norma Ceballos funds under acct #8-1336-431-00-123-040-0-742 have been appropriated for purchase of water tank truck.

Available Balance as of 7-30-08 $193,624.02.

Attachments

Link: 08-279
Link: 08-279

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2008 01:24 PM	APRV
2	Budget & Management	Veronica Lopez	07/30/2008 02:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/30/2008 03:38 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 11:55 AM	APRV
5	Ivan Cantu	Ivan Cantu	08/01/2008 05:10 PM	APRV
6	Linda Fong		08/01/2008 05:12 PM	NEW
Form Started By: Oscar Garza			Started On: 07/29/2008 03:26 PM	

Final Approval Date: 08/01/2008

CONTRACT PRICING WORKSHEET

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC fee shall be calculated and shown as a separate line item.

Buying Agency:	HIDALGO COUNTY PTC #3	**Contractor:**	RUSH TRUCK CENTERS OF TEXAS, L.P.
Contact Person:	JOE FLORES	**Prepared By:**	CHARLIE PLOUSE
Phone/Fax:	(956) 318-2626 // (956) 318-2629	**Phone/Fax:**	(713) 495-6304 // (713) 695-9620
Location City, State:	400 WEST 13TH ST. MISSION,TX 78572	**Contract No.:**	HT11-07
Date:	7/9/2008	**Product Code:**	MB
Product Description:	PETERBILT 340 WATER TANK TRUCK		

A. Item Base Unit Price Per H-GAC Contract: **A:** $ 76,215.00

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
RTC3984	3,000 Gallon Water Body	30855			
				Subtotal From Additional Sheet(s):	$ 26,601.29
				Subtotal B:	$ 57,456.29

Note: Published Options cannot exceed 25% of the Base Unit Price.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
		$ -			$ -
	RUSH & PETERBILT DISCOUNTS	$ (17,285.29)			$ -
		$ -			$ -
		$ -		**Subtotal From Additional Sheet(s):**	0
				Subtotal C:	$ (17,285.29)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is: -16.81%

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

Subtotal D:	-

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)		$ 116,386.00
Quantity Ordered	**X**	1
	Subtotal E:	$ 116,386.00
F. H-GAC Fee	**Subtotal F:**	$ 1,000.00

G. Non-Equipment Charges (Trade-In, Extended Warranty, et

	$ -
	$ -
	$ -
Subtotal G:	$ -

H.

(Please Type, or Print Legibly)

Total Purchase Price (E+F+G): $ 117,386.00

Estimated Delivery Date: 1/15/2009

HIDALGO COUNTY, PCT #2 July 9, 2008

PETERBILT COMPUTATIONS

PETERBILT 340 CHASSIS: [WATER TRUCK]

OPTIONS CALCULATIONS

COMPLETE CHASSIS LIST PRICE:	$	107,721.00
CHASSIS LIST:	$	75,994.00
CHASSIS OPTIONS LIST:	$	31,727.00

LIST	H-GAC DISCOUNT	OPTIONS NET	
$ 31,727.00	6.70%	MB	$ 29,601.29

6.7% DISCOUNT = .933 MULTIPLIER

PUBLISHED OPTIONS

From the desk of Ole Sauceda

SYSTEM DESCRIPTION: 3000 GALLON U-KIT *UNINSTALLED*		OPTION PRICE	Y/N
TANK:			
Size	3000 GALLON SE-15 TANK 3/16" W/FULL BELLY PLATE	Included	
Baffle	(2) FITTED AND WELDED BOTH SIDES	Included	
Ladder	CURB SIDE MOUNT; OSHA APPROVED 3/4" CONSTRUCTION	Included	
Manway	25" DIAMETER ROUND MANWAY W/HINGED NON-SEALING LID	Included	
Hydrant Fill	2-1/2" HYDRANT FILL WITH AIR GAP	Included	
Sight Gauge	FRONT AND REAR	Included	
Fenders	12 GAUGE STEEL CONSTRUCTION	Included	
Lights	STANDARD DOT SPECIFICATIONS; WIRING IN CONDUIT	Included	
Coating	SANDBLAST INTERIOR OF TANK AND EPOXY LINE "DUPONT"	Included	
Paint	TANK EXTERIOR PRIMED	Included	
Mounting Kit	SIX POINT MOUNTING KIT WITH HARDWARE & SPRINGS	Included	
Warranty	****** FIVE YEAR TANK CONSTRUCTION WARRANTY ******	Included	
PUMP AND PLUMBING:			
Pump	BERKELEY B3ZRMS (CW) CENTRIFUGAL W/MECHANICAL SEAL	Included	
Front Spray	(2) UTEAV9030 VALVES; (2) 3" ADJUSTABLE SPRAYS	Included	
Rear Spray	(2) UTEAV9030 VALVES; (2) 3" ADJUSTABLE SPRAYS	Included	
Side Spray	(1) UTEAV9030 VALVE; (1) BC2179 SIDE SPRAY	Included	
Jet Valve	1-1/2" BALL VALVE	Included	
Suction Fill	SELFLOAD PLUMBING WITH SUCTION HOSE AND FOOT VALVE	Included	
Gravity Drop	6" AIR ACTUATED GRAVITY DROP WITH CAB CONTROLS	Included	
Console	FIVE SWITCH CONTROL CONSOLE W/HARDWARE & AIR LINE	Included	
Plumbing	SCH40 BLACK PIPE PLUMBING W/GROOVE STYLE FITTINGS	Included	
Warranty	**** ONE YEAR PLUMBING WARRANTY **********	Included	

rk Order approved by _____ Date _____

Customer Signature _____ Date _____

NEW DEALERSHIP S046

Hidalgo County, Pct 3
400 W 13th

,
Phone:
Fax:
Email:

Mission, Texas United States 78572
Phone: (956) 585-4509
Fax: (956) 585-7816
Contact Email:
Prepared for: Joe Flores

Vehicle Summary

Unit

Model:	Model 340
Type:	Full Truck
Description:	

Application

Intended Serv.:	Construction Dump - On/Off Highway
Commodity:	Construction Materials

Body

Type:	Roll-Off
Length (ft):	20
Height (ft):	13.5
Max Laden Weight (lbs):	1000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	14600
Rr Axle Load (lbs)	40000
G.C.W. (lbs):	35000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	00
Class C (Off-Hwy)	00
Class D (Off-Road)	00
Maximum Grade:	6
Wheelbase (in):	208
Fr Axle to BOC (in):	69.8
Cab to Axle (in):	138.2
Cab to EOF (in):	198.2

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

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PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/11/2008 2:39:56 PM	***Complete***	Model Number:	Model 340
Effective Date:	Jul 1, 2008		Quote/DTPO/CO:	Q34704523
Prepared by:	ID: gonzalezj		Version Number:	18.00



NEW DEALERSHIP	**S046**	**Hidalgo County, Pct 3** **400 W 13th**	
,		**Mission, Texas**	**United States 78572**
Phone:		**Phone:**	**(956) 585-4509**
Fax:		**Fax:**	**(956) 585-7816**
Email:		**Contact Email:**	
		Prepared for:	**Joe Flores**

	Description	Weight
Base Model		
	Model 340	9,855
Frame & Equipment		
	10-5/8in Steel Rails, Steel Xmbrs, 278-326in	206
	3/4 Length Steel Inner Liner EOF	591
	Custom Wheelbase Or Overhang	0
	Three-Piece Crossmembers	0
	Huck Bolt All Accessible Frame Components	0
	EOF Square without Xmbr	0
	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment		
	DANA SPICER E1462I 14,600 LB	256
	Dana Spicer E1462I, 14,600 lb, 3.5in Drop	225
	TAPER LEAF SPRGS W/SHOCKS 14,600 LBS	0
	Taper Leaf Springs 14,600 lb	31
	POWER STEERING TRW TAS85	0
	Power Steering TRW TAS85	0
	PWR STRG RES FRAME MTD	0
	Power Steering Reservoir Frame Mounted	0
	PHP10 ALUM HB,CAST DRMS,16.5X5 CAM BRKS	0
	PHP10 Alum LMS Hubs	0
	Air Cam Front Brakes 16.5x5	0
Rear Axle & Equipment		
	Dana Spicer DSP41 40,000 lb	2,165
	PHP10 Iron Hubs, Cast Drums, 16.5x7 Cam Brakes	0
	Parking Brakes (Axle Package)	0
	Dana Spicer Full Lock Diff Lock, Both Axles	37
	Gusseted Cam Brackets, Tandem Axles	2
	Bendix 4S4M ABS, SBM Valve	0

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	Description	Weight
	Synthetic Axle Lubricant, All Axles	0
	Tandem Drive Axle (Model 340)	0
	Ratio 4.11 Rear Axle	0
	Peterbilt Air Trac 40,000 lb, Light Weight	604
	Dash Mounted Dump Valve with Indicator Light	2
Engine & Engine Equipment		
	PACCAR PX-8 315/2200 315@2000 1000@1400 N20300 P029 NO....Idle Shutdown Enable N20320 P015 YES...Engine Protection Shutdown N20380 P001 70....Max Speed in Top Gear N20400 P059 65....Maximum Cruise Speed N20440 P030 5.....Idle Shutdown Timer	0
	2008 CARB Engine Idling Compliance DECLINED By	0
	PACCAR 130 Amp Alternator-Brushless w/Voltage	0
	PACCAR 12V Starter	0
	2 PACCAR Premium 12V Dual Purpose Batt 1400 CCA	0
	18.7 CFM Air Compressor	0
	Spin-on Fuel Filter Frame Mounted, Unheated	0
	Engine Protection Shutdown	0
	High Efficiency Cooling System	0
	Dnldsn Radial Seal/Dry Type Air Cleaner w/Frontal	0
	Exhaust - Single RH Side of Cab	0
	Single Exhaust Guard Stainless Steel	0
	24in Ht, 7in Dia Chrome Plate Stl Standpipe(s)	0
Transmission & Clutch		
	Allison 3000 RDS-P Rugged Duty Service	165
	1710 HD Driveline With Single Midship Bearing	0
	Allison 5-Speed Configuration - Close Ratio Gears	0
	MANUAL ADJUST CLUTCH W/GREASE BEARING	0
Air & Trailer Equipment		
	Bendix AD-IS Air Dryer with Heater	35
	Berg Pull Cord Drain Valve(s) - All Air Tanks	0
	Nylon Chassis Hose	0
	Steel Painted Air Tanks	0
Tires & Wheels		
	FF: BR 16ply 295/80R22.5 R250F	37
	RR: BR 14ply 295/75R22.5 M720FE	28

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Effective Date:	Jul 1, 2008		Quote/DTPO/CO:	Q34704523
Prepared by:	ID: gonzalezj		Version Number:	18.00

	Description	Weight
	RR: BR 14PLY 295/75R22.5 M725	88
	Code-rear Tire Qty 08	0
	FF: ACCUR 28828 PLT 22.5X8.25 STL WHL	15
	FF: Accur 50291 Plt 22.5x8.25 Stl Whl	11
	RR:ACCUR 28828 PLT 22.5X8.25 STL WHL	60
	RR: Accur 50408 Plt 22.5x8.25 Stl Whl	0
	Code-rear Rim Qty 08	0
Fuel Tanks		
	23in Aluminum 70 Gallon Fuel Tank RH U/C	-117
	Location RH U/C 70 Gallon	0
	(1) Non-Slip Fuel Tank Step RH U/C	0
Battery Box & Bumper		
	Alum Battery Box w/Non-slip Step LH Under Cab	-55
	Steel Styled Aero Bumper Painted Black	0
Cab & Equipment		
	Alum Cab 108in BBC Metton Hood w/Bright Crown	0
	Severe Service Cab Package #1	40
	UltraRide HighBack Vinyl Air Driver Seat	-13
	UltraRide LowBack Vinyl Passenger Seat Non-Air	75
	3-Point Safety Belt-Drvr & Pass-Orange ipo Black	0
	18in (4) Spoke Foam Steering Wheel-Soft Touch	0
	Adjustable Steering Column - Tilt/Telescope	11
	Vantage Interior Grey/Black	0
	Day Cab Rear Window	0
	View Window in RH Door	0
	Combo Fresh Air Heater/Air Conditioner	0
	Outside Sunvisor Stainless Steel	4
	Stainless Steel Mirrors 7x16	0
	Convex Mirror Over RH Door	0
	(2) Convex 8 Inch SS Mirror	2
	(1) Air Horn 24.5in Chrome - Round w/Horn Shield	4
	MOUNT 24.5" AIR HORN UNDER CAB	0
	PANASONIC AM/FM/WEATHERBAND	11
	ConcertClass Audio System with CD	4
	AM/FM/WB Radio (Omit CD)	0

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Effective Date:	Jul 1, 2008		Quote/DTPO/CO:	Q34704523
Prepared by:	ID: gonzalezj		Version Number:	18.00

	Description	Weight
	CB WIRING MOUNTED UNDER HEADER	2
	(1) 48 Inch CB Antenna	0
	CB Antenna Bracket Mounted on RH Mirror	0
	Peterbilt Electric Windshield Wipers	0
	Cigar Lighter and Ashtray	0
	5 LB 3A:40BC FIRE EXTINGUISHER	9
	Triangle Reflector Kit Shipped Loose	13
	5 Lb 3A:40bc Fire Extinguisher Cab Mounted	9
	Oil Temp Gauge Trans - Main	0
	Instrument Package B	2
	Standard Warning Light Package	0
	(2) Additional Toggle Switches	0
	Headlights Composite Fender Mounted w/Integral	0
	Marker Lights (5)	0
	BEACON LITE (1) ROTATING AMBER	2
Paint		
	Paint Color Selection within Paint Deck	0
	DUPONT SINGLE STAGE NON-METALLIC	0
	Dupont Single Stage Non-Metallic Cab/Hood	0
	N85020 1 - N0006EA WHITE N85200 FRAME N0001EA BLACK N85300 WHEEL N0006EA WHITE	
Shipping Destination		
	Shipping Destination	0
	N8990 FIRST 3 ASAP LAST 3 01/21/08	
Miscellaneous		
		0
Total Weight		14416#

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/11/2008 2:39:56 PM	***Complete***	Model Number:	Model 340
Effective Date:	Jul 1, 2008		Quote/DTPO/CO:	Q34704523
Prepared by:	ID: gonzalezj		Version Number:	18.00

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMORANDUM

TO: Oscar Garza, Procurement Specialist
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: July 28, 2008

RE: Purchase Authorization

Please let this memorandum serve as a request to place in the next Commissioner's Court authorization to purchase two (2) new backhoe loaders and 1 (one) new water truck. The purchases for the above-mentioned will be fund with account number 8-1336-431-00-123-040-0-742.

Thank you and should you need additional information, please call my office.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

AI-10391 **18.E.1.**

Printer Purchase
CC REGULAR

Date: 08/05/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource for I. T. Dept. with Tech Depot DIR-SDD-223 requisition #136613 for the amount of $5,144.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1242-412-00-060-001-0-432
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req No 136613 in the amount of $1,156.00
Available balance as of 07/31/08 $30,324.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1242-412-00-060-001-0-665
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req No 136613 in the amount of $3,988.00
Available balance as of 07/31/08 $20,522.07

Attachments

Link: Printer Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:16 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/31/2008 03:09 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 02:36 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 02:41 PM	APRV
Form Started By: Matilde Faz			Started On: 07/30/2008 04:23 PM	

Final Approval Date: 08/01/2008

Requisition

Req # 00136613

PO #

Date: 07/29/08

Regular #10391 8/5/08

Bill To: x
x

Vendor : 325767
TECH DEPOT
P.O. BOX 33074
HARTFORD CT 06150-3074
FAX (316)630-4609

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: EDNA KIRBY
956-292-7010

Contract No: TXHP DIR-SDD-223

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE B080714366		
		DO NOT DUPLICATE ORDER		
4	EACH	HP LASERJET P1015n-printer B/W laser	997.00	3,988.00
4	EACH	UPG WARR 3YR M-F NDEX LASERJET	289.00	1,156.00
		Account No	Encumbrance	
		8-1242-412-00-060-001-0-432	1,156.00	
		8-1242-412-00-060-001-0-665	3,988.00	
			Freight	.00
			Total	5,144.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

stan.ramos

From: Carlos-Montanez [CMontanez@techdepot.com]
Sent: Monday, July 21, 2008 12:01 PM
To: stan.ramos
Cc: gris salazar
Subject: HP Printer

REQ. 136613

Stan,

Here's the pricing from the DIR on the P4015N, it has replaced the 4350n. Also I have added the warranties. The rest of the quote I will send shortly.

TECHDEPOT
AN OFFICE DEPOT COMPANY

Product Quote

Tech Depot appreciates this opportunity to provide your organization this product(s) quote. Tech Depot strives to make your buying experience straightforward and streamlined by offering intelligent product choices, top brands, and competitive prices, with the support you demand.

Contract#	TX HP DIR-SDD-223	Date:	21-Jul-2008
Quote#	B080714366	Phone:	(888) 251-4278

BILL TO	SHIP TO
Accounts Payable Hidalgo County 100 N Closner Blvd Edinburg, TX 78539	Attn: IT 1st Floor Hidalgo County 100 N. Closner Blvd. Edinburg, TX 78539

Item #	Mfg #	PRODUCT	QTY	PRICE	TOTAL
S6838759	CB509A#ABA	HP LaserJet P4015n - printer - B/W - laser	4	$997.00	$3,988.00
S2286058	U2889E	UPG WARR 3YR M-F NDEX LASERJET	4	$289.00	$1,156.00
				Subtotal	$5,144.00
				TAX (applicable states only)	$0.00
				SHIPPING & HANDLING [Standard Ground]	$0.00
				TOTAL	$5,144.00

FEIN	DUNS	Cage Code
06-1526627	04-188-3971	1LDH8

DBJ Code 665

DBJ. Code 432

Thank you once again for your consideration and feel free to contact me with any questions.

AI-10399 **18.E.2.**

Computer Equipment / Software & Peripherals
CC REGULAR

Date: 08/05/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource for I. T. Dept. with SHI Government Solutions, Inc. DIR-SDD-198 requisition #136715 for the amount of $36,357.00

BACKGROUND

Pending AI-10323 for CC 08/05/08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-745
FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending AI-10323 for CC 08/05/08

Attachments

Link: Computer Equipment Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:17 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/01/2008 07:58 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 02:44 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Matilde Faz Started On: 07/30/2008 05:06 PM

Final Approval Date: 08/01/2008

Requisition

Req # 00136715

PO #

Date: 07/30/08

Regular #10398 8/5/08

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTATION#: 2735695 DIR-SDD-198 & DIR-SDD-600 DO NOT DUPLICATE ORDER		
4	EACH	WORD 2007 SINGLE MICROSOFT VOLUME LICENSE [LICENSE ONLY (RIGHTS TO CURRENT AND PREVIOUS VERSIONS) NO MEDIA INCLUDED] MICROSOFT SELECT LICENSE ONLY APPS, D-PART#: 059-06090	137.00	548.00
1	EACH	WORD 2007 WIN 32 ENGLISH DISK KIT MICROSOFT VOLUME LICENSE CD MLF [NO LICENSES INCLUDED] MICROSOFT WORLD WIDE FULFILLMENT - PART#: 059-06358	27.00	27.00
2	EACH	SQL SERVER STANDARD EDITION 2005 WIND 32 SINGLE MICROSOFT VOLUME LICENSE [LICENSE ONLY (RIGHTS TO CURRENT AND PREVIOUS VERSIONS) NO MEDIA INCLUDED] MICROSOFT SELECT LICENSE ONLY SERVERS, D - PART#: 228-04528	576.00	1,152.00
1	EACH	SQL SERVER STANDARD EDITION 2005 WIN32 ENGLISH DISK KIT MICROSOFT VOLUME LICENSE CD/DVD MLF [NO LICENSES INCLUDED] MICROSOFT WORLD WIDE FULFILLMENT - PART#: 228-05236	27.00	27.00
5	EACH	SQL SERVER STANDARD EDITION SINGLE LICENSE/SOFTWARE ASSURANCE PACK MICROSOFT VOLUME LICENSE 1 PROCESSOR LICENSE - LIC + AS THROUGH 08/31/2010 MICROSOFT SELECT LIC W/ SA SERVERS, D, 3YR REM. -PART#: 228-05020	6,534.00	32,670.00
5	EACH	SQL CLIENT ACCESS LICENSE SINGLE LICENSE/SOFTWARE ASSURANCE PACK MICROSOFT VOLUME LICENSE DEVICE CLIENT ACCESS LICENSE - LIC + SA THROUGHT 8/31/2010 MICROSOFT SELECT LIC W/ SA SERVERS, D, 3 YR REM. - PART#: 359-00769	185.00	925.00
1	EACH	SQL SERVER STANDARD EDITION SINGLE LICENSE/SOFTWARE ASSURANCE PACK MICROSOFT VOLUME LICENSE - LIC + SA THROUGHT -08/31/2010 MICROSOFT SELECT LIC W/SA SERVERS, D, 3 YR REM. -PART#:228-04538	1,008.00	1,008.00
1				.00
1				.00
1				.00
1				.00
1	EACH		.00	.00
1				.00
		Account No	Encumbrance	

Line item transfer pending
Not submitted to Purchasing

DK

Authorized By: _____

Requisition

Req # 00136715

PO #

Date: 07/30/08

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Freight	.00
			Total	36,357.00

Authorized By: _____

SHI

Req. 136715

Pricing Proposal
Quotation #: 2735695
Created On: Jul-25-2008
Valid Until: Jul-31-2008

Hidalgo County

Stan Ramos

Phone:
Fax:
Email: stan.ramos@co.hidalgo.tx.us

Account Representative

Robert Petrucelli
1250 Capital of Texas Hwy South,
Suite I-350
Austin, TX 78746
Phone: 800-845-6801
Fax: 512-732-0232
Email: Robert_Petrucelli@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Retail	Your Price	Total
1	Word 2007 Single Microsoft Volume License [License Only (Rights to Current and Previous Versions) No Media Included] Microsoft Select License Only Apps, D - Part#: 059-06090	4	$165.00	$137.00	$548.00
2	Word 2007 Win32 English Disk Kit Microsoft Volume License CD MLF [No Licenses Included] MICROSOFT WORLD WIDE FULFILLMENT - Part#: 059-06358	1	$27.00	$27.00	$27.00
3	SQL Server Standard Edition 2005 Win32 Single Microsoft Volume License [License Only (Rights to Current and Previous Versions) No Media Included] Microsoft Select License Only Servers, D - Part#: 228-04528	2	$695.00	$576.00	$1,152.00
4	SQL Server Standard Edition 2005 Win32 English Disk Kit Microsoft Volume License CD/DVD MLF [No Licenses Included] MICROSOFT WORLD WIDE FULFILLMENT - Part#: 228-05236	1	$27.00	$27.00	$27.00
5	SQL Server Standard Edition Single License/Software Assurance Pack Microsoft Volume License 1 Processor License - Lic + SA through 8/31/2010 Microsoft Select Lic w/ SA Servers, D, 3 Yr Rem. - Part#: 228-05020	5	$7,880.00	$6,534.00	$32,670.00
6	SQL Server Standard Edition Single License/Software Assurance Pack Microsoft Volume License - Lic + SA through 8/31/2010 Microsoft Select Lic w/ SA Servers, D, 3 Yr Rem. - Part#: 228-04538	1	$1,216.00	$1,008.00	$1,008.00
7	SQL Client Access License Single License/Software Assurance Pack Microsoft Volume License Device Client Access License - Lic + SA through 8/31/2010 Microsoft Select Lic w/ SA Servers, D, 3 Yr Rem. - Part#: 359-00769	5	$223.00	$185.00	$925.00
				Total	$36,357.00

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-198 & DIR-SDD-600

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

AI-10402 **18.E.3.**

Computer Purchase & Related Items
CC REGULAR

Date: 08/05/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource for I. T. Dept. with the following awarded vendors.

Req#	Department	Vendor	Amount	Account
136453	I.T.	Dell Marketing, L. P. DIR-SDD-192	$21,119.24	8-1100-415-00-200-002-0-745
136454	I.T.	Dell Marketing, L. P. DIR-SDD-192	$13,102.70	8-1100-415-00-200-002-0-745
136455	I.T.	Dell Marketing, L. P. DIR-SDD-192	$ 5,279.81	8-1100-415-00-200-002-0-745
136456	I.T.	Dell Marketing, L. P. DIR-SDD-192	$ 6,288.00	8-1100-415-00-200-002-0-745
136458	I.T.	Dell Marketing, L. P. DIR-SDD-192	$15,839.43	8-1100-415-00-200-002-0-745
136459	I.T.	Dell Marketing, L. P. DIR-SDD-192	$16,627.56	8-1100-415-00-200-002-0-745
136461	I.T.	Dell Marketing, L. P. DIR-SDD-192	$10,872.80 $ 48.30	8-1100-415-00-200-002-0-745 8-1100-415-00-200-002-0-665

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-200-002-0-665 & 745
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending transfer AI-10323 in the total amount of $160,300.00.

Attachments

Link: Computer Purchase, equipment and software

Link: Computer Purchases & Software

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:18 PM	APRV

3	Dale Kennan	Dale Kennan	07/31/2008 05:47 PM	APRV
4	Sergio Cruz	Sergio Cruz	08/01/2008 11:50 AM	APRV
5	Matilde Faz		08/01/2008 05:12 PM	NEW

Form Started By: Matilde Faz

Started On: 07/30/2008 05:15 PM

Final Approval Date: 08/01/2008

Requisition

Req # 00136461

PO #

Date: 07/25/08

Regular # 10402 8/5/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 440356031 DO NOT DUPLICATE ORDER		
1	EACH	POWERVAULT TL2000, 2U LIBRARY, LTO4-120, 1 SAS DRIVE (223-1044)	10,872.80	10,872.80
1	EACH	LTO Tape Cleaner (341-4548)	48.30	48.30
		Account No	Encumbrance	
		Line item transfer needed not submitted to Purchasing	Freight	.00
			Total	10,921.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

945

DELL

QUOTATION

18

QUOTE #: 440356031
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

Req. 1364161

Date: 7/21/08 9:43:29 AM

TOTAL QUOTE AMOUNT:	$10,921.10		
Product Subtotal:	$10,921.10		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $10,872.80	GROUP TOTAL: $10,872.80
Base Unit:		PowerVault TL2000, 2U Library,LTO4-120, 1 SAS Drive (223-1044)	
Hard Drive Controller:		SAS 5/E HBA, PCI-Express 2X4 (requires 1 SAS cable) (341-5016)	
Service:		Dell Hardware Warranty Plus OnSite Service Inital YR (985-3267)	
Service:		PLATINUM Enterprise Support: 4-Hour 7x24 Onsite service withEmergency Dispatch,Init YR (980-4380)	
Service:		Dell Hardware Warranty, Extended Year(s) (985-3228)	
Service:		PLATINUM Enterprise Support: 4-Hour 7x24 Onsite service withEmergency Dispatch,4 YR Ext (950-4104)	
Service:		PLATINUM Enterprise Support: 7x24 Acct Management, Hardware/Software Tech Phone Support, Enterprise Command Center, (950-4304)	
Installation:		Installation, PowerVault, Hardware Only (985-2267)	
Misc:		Tape Media for LTO4-120 tape 800GB/1.6TB, 20 Pack (341-4628)	
Misc:		Tape Media for LTO4-120 tape drive, 800GB/1.6TB, 1 Pack (341-4625)	
Misc:		Tape Media for LTO4-120 tape drive, 800GB/1.6TB, 1 Pack (341-4625)	
Misc:		Tape Media for LTO4-120 tape drive, 800GB/1.6TB, 1 Pack (341-4625)	
Misc:		Tape Media for LTO4-120 tape drive, 800GB/1.6TB, 1 Pack (341-4625)	

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
LTO Tape Cleaner (341-4548)	1	$48.30	$48.30

Number of S & A Items: 1	S&A Total Amount: $48.30

7/22/2008
07-30-08 13:21 FROM-HIDALGO I.T. DEPT 9563182152 T-473 P011/022 F-235

COMMENTS
14520145

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

**LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.**

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

T-473 P012/022 F-235 9563182152 FROM-HUDALGO IT DEPT 01-30-08 13:21

Requisition

Req # 00136453

PO #

Date: 07/25/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 440365445		
		DO NOT DUPLICATE ORDER		
4	EACH	QUAD CORE XEON E5420 PROCESSOR 2X6MB CACHE, 2.5GHZ, 1333MHZ, FSB, PE1950 (223-4545)	5,279.81	21,119.24
		Account No	Encumbrance	
			Freight	.00
			Total	21,119.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Line Item transfer needed not submitted to Purchasing		
				DIR

Authorized By: _____

DELL

29

445

QUOTATION

QUOTE #: 440365445
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

REQ. 136453

Date: 7/21/08 10:06:23 AM

TOTAL QUOTE AMOUNT:	$21,119.24		
Product Subtotal:	$21,119.24		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 4	SYSTEM PRICE: $5,279.81	GROUP TOTAL: $21,119.24
Base Unit:	Quad Core Xeon E5420 Processor2x6MB Cache, 2.5GHz, 1333MHz FSB, PE1950 (223-4645)		
Processor:	Information,No Second Processor (311-1193)		
Memory:	4GB 667MHz (4X1GB), Dual Ranked Fully Buffered DIMMs (311-6154)		
Video Card:	LOM NICs are TOE Ready (430-2968)		
Video Memory:	Riser with 2 PCIe Slots for PowerEdge 1950 (320-4648)		
Hard Drive:	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3029)		
Hard Drive Controller:	PERC6i SAS RAID Controller 2x4 Connectors, Int, PCIe 256MB Cache (341-5781)		
Operating System:	Windows Server 2003 R2 Standard Edition with SP2 Includes 5 CALs (420-7118)		
NIC:	Dual Embedded Broadcom NetXtreme II 5708 Gigabit Ethernet NIC (430-1762)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers, All OS (313-3918)		
Sound Card:	Bezel for PE 1950 (313-3937)		
Speakers:	1x2 Backplane for 3.5-inc Hard Drives (311-7958)		
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit (310-7962)		
Additional Storage Products:	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3029)		
Feature	Integrated SAS/SATA RAID 1 PERC 6/i Integrated/SAS6/iR (341-5776)		
Feature	Sliding Rapid/Versa Rails and Cable Management Arm,Universal (341-3090)		
Service:	Dell Hardware Warranty, Extended Year(s) (984-1528)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-5270)		
Service:	Dell Hardware Warranty Plus Onsite Service Inital YR (984-1529)		
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (990-0287)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-6454)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-6634)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1007)		
Misc:	Energy Smart Redundant Power Supply with Y-Cord (310-9933)		
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)		

7/22/2008
07-30-'08 13:29 FROM-HIDALGO IT DEPT 9563182152 T-474 P015/022 F-235

COMMENTS
APPLICATION

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

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Prices and tax rates are valid in the U.S. only and are subject to change.

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Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

Requisition

Req # 00136454

PO #

Date: 07/25/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 440366368		
		DO NOT DUPLICATE ORDER		
1	EACH	QUAD CORE XEON PROCESSOR X54602x6MB CACHE, 3.16GHz, 1333MHz FSB, PE2900 (223-4504)	13,102.70	13,102.70
		Account No	Encumbrance	
		Line item transfer needed not submitted to Purchasing		
			Freight	.00
			Total	13,102.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		DESCRIPTION		
				DIR

Authorized By: _____

DELL

QUOTATION

745

QUOTE #: 440366368
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

REQ. 136454

Date: 7/21/08 10:10:03 AM

TOTAL QUOTE AMOUNT:	$13,102.70		
Product Subtotal:	$13,102.70		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $13,102.70	GROUP TOTAL: $13,102.70
Base Unit:		Quad Core Xeon Processor X54602x6MB Cache, 3.16GHz, 1333MHz FSB, PE2900 (223-4504)	
Processor:		Quad Core Xeon X5460 2nd Processor, 2x6MB Cache 3.16GHz 1333MHz FSB,PE2900 (311-7937)	
Memory:		16GB 667MHz (8x2GB), Dual Ranked DIMMs (311-6199)	
Keyboard:		No Keyboard Selected (310-5017)	
Video Card:		LOM NICs are TOE Ready (430-2968)	
Hard Drive:		146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3031)	
Hard Drive Controller:		PERC6i SAS RAID Controller Internal with Battery (341-5699)	
Floppy Disk Drive:		1.44MB Floppy Drive, Internal Black (341-3053)	
Operating System:		Windows Server 2003 R2 Enterprise Edition with SP2 Includes 25 CALs (420-7119)	
NIC:		ONBOARD BROADCOM 5708 1GBE NETWORKING (430-1764)	
CD-ROM or DVD-ROM Drive:		16X DVD-ROM for PowerEdge 2900 (313-5854)	
Sound Card:		Bezel for Rack Configuration PE 2900 (313-3914)	
Documentation Diskette:		Electronic Documentation and OpenManage DVD Kit (310-7402)	
Additional Storage Products:		1x2 Flex Bay for PowerEdge 2900 (341-3045)	
Feature		Integrated SAS/SATA RAID 0/0: Striping Backplane/Striping Flex Bay (341-5758)	
Feature		Rack Chassis with Sliding Rapid/Versa Rails, Universal (313-5852)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-6784)	
Service:		Dell Hardware Warranty Plus Onsite Service Initial YR (984-1477)	
Service:		MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (990-0367)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-5600)	
Service:		ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-6964)	
Service:		Dell Hardware Warranty, Extended Year(s) (984-1469)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)	
Installation:		ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1037)	
Misc:		Redundant Power Supply with Y-Cord for PowerEdge 2900 (310-7405)	
Misc:		300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in FlexBay HardDrive (341-4425)	
Misc:		Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)	

T-473 P007/022 F-235 9563182152 07/22/2008 10:52:20 FROM-HIDALGO IT DEPT

Misc:	300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in FlexBay HardDrive (341-4425)
Misc:	Four 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drives (341-4555)
Misc:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3031)
	CFI,Information,Hard Drive,Install Increasing Order,Factory Install (361-1722)
	CFI Titan Code for CFI FIDA orBypass SI (364-1846)
	CFI Bypass EIDO (364-7502)
	CFI Routing SKU (365-0257)
	CFI,Rollup,Integration, OR-Raid,Without OS,Serv (366-4303)
	CFI,Information,Order Ready, 9104C1,Factory Install (372-1457)
	CFI,Multi,Information, RAID1, 2HD,Factory Install (361-6553)
	CFI,Multi,Information, RAID1, 2HD,Factory Install (361-6553)
	CFI,Information Only, Raid5,4Hard Drive,Factory Install (361-4537)

COMMENTS
** DATABASE **
* R1 R1 R5

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

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Requisition

Req # 00136456

PO #

Date: 07/25/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 440369524		
		DO NOT DUPLICATE ORDER		
1	EACH	QUAD CORE XEON E5405 PROCESSOR 2x6MB CACHE, 2.0GHz, 1333MHz FSB, PE 2950(223-4818)	6,288.00	6,288.00
		Account No	Encumbrance	
		Line item transfer needed not submitted to Purchasing Dept		
			Freight	.00
			Total	6,288.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

DELL

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745

QUOTATION

QUOTE #: 440369524
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

REQ. 136456

Date: 7/21/08 10:20:06 AM

TOTAL QUOTE AMOUNT:	$6,288.00		
Product Subtotal:	$6,288.00		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $6,288.00	GROUP TOTAL: $6,288.00
Base Unit:		Quad Core Xeon E5405 Processor2x6MB Cache, 2.0GHz, 1333MHz FSB, PE2950 (223-4818)	
Processor:		Information,No Second Processor (311-1193)	
Memory:		4GB 667MHz (4X1GB), Dual Ranked Fully Buffered DIMMs (311-6154)	
Video Card:		LOM NICs are TOE Ready (430-2968)	
Video Memory:		Riser with 3 PCIe Slots for PowerEdge 2950 (320-4607)	
Hard Drive:		500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)	
Hard Drive Controller:		PERC 5/i, x6 Backplane Integrated Controller Card (341-3066)	
Floppy Disk Drive:		No Floppy Drive for x6 Backplane (341-3685)	
Operating System:		Windows Server 2003 R2 Standard Edition with SP2 Includes 5 CALs (420-7118)	
NIC:		ONBOARD BROADCOM 5708 1GBE NETWORKING (430-1764)	
CD-ROM or DVD-ROM Drive:		24X IDE CD-RW/DVD ROM Drive for PowerEdge 2950 (313-3934)	
Sound Card:		Bezel for PE 2950 (313-3920)	
Speakers:		1x6 Backplane for 3.5-Inch Hard Drives (311-7936)	
Documentation Diskette:		Electronic Documentation and OpenManage DVD Kit (310-7415)	
Additional Storage Products:		500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)	
Feature		Integrated SAS/SATA RAID 5, PERC 6/i Integrated (341-5723)	
Feature		Universal Sliding Rapid/Versa Rails, Includes Cable Management Arm (310-7412)	
Service:		ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-4124)	
Service:		MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (989-9237)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-3944)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-2840)	
Service:		Dell Hardware Warranty, Extended Year(s) (984-1417)	
Service:		Dell Hardware Warranty Plus Onsite Service Inital YR (984-1418)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)	
Installation:		ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1067)	
Misc:		Redundant Power Supply with Y-Cord (310-9897)	
Misc:		500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)	

7/21/2008 01:20 08 HIDALGO IT DEPT 9563182152 T-473 P009/022 F-235

Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)

COMMENTS
IMAGE STORAGE

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

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Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

Requisition

Req # 00136458

PO #

Date: 07/25/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 440365696		
		DO NOT DUPLICATE ORDER		
3	EACH	QUAD CORE XEON E5420 PROCESSOR 2x6MB CACHE, 2.5GHz, 1333MHz FSB, PE1950 (223-4545)	5,279.81	15,839.43
		Account No	Encumbrance	
		Line item transfer needed must submitted to Purchasing Dept.	Freight	.00
			Total	15,839.43
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

DELL

745

Req. 136458

QUOTATION

QUOTE #: 440365696
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

Date: 7/21/08 10:07:17 AM

TOTAL QUOTE AMOUNT:	$15,839.43		
Product Subtotal:	$15,839.43		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 3	SYSTEM PRICE: $5,279.81	GROUP TOTAL: $15,839.43
Base Unit:		Quad Core Xeon E5420 Processor2x6MB Cache, 2.5GHz, 1333MHz FSB, PE1950 (223-4545)	
Processor:		Information,No Second Processor (311-1193)	
Memory:		4GB 667MHz (4X1GB), Dual Ranked Fully Buffered DIMMs (311-6154)	
Video Card:		LOM NICs are TOE Ready (430-2968)	
Video Memory:		Riser with 2 PCIe Slots for PowerEdge 1950 (320-4648)	
Hard Drive:		73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3029)	
Hard Drive Controller:		PERC6i SAS RAID Controller 2x4 Connectors, Int, PCIe 256MB Cache (341-5781)	
Operating System:		Windows Server 2003 R2 Standard Edition with SP2 Includes 5 CALs (420-7118)	
NIC:		Dual Embedded Broadcom NetXtreme II 5708 Gigabit Ethernet NIC (430-1762)	
CD-ROM or DVD-ROM Drive:		24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers, All OS (313-3918)	
Sound Card:		Bezel for PE 1950 (313-3937)	
Speakers:		1x2 Backplane for 3.5-inc Hard Drives (311-7958)	
Documentation Diskette:		Electronic Documentation and OpenManage DVD Kit (310-7962)	
Additional Storage Products:		73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3029)	
Feature		Integrated SAS/SATA RAID 1 PERC 6/I Integrated/SAS6/iR (341-5776)	
Feature		Sliding Rapid/Versa Rails and Cable Management Arm,Universal (341-3090)	
Service:		Dell Hardware Warranty, Extended Year(s) (984-1528)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-5270)	
Service:		Dell Hardware Warranty Plus Onsite Service Inital YR (984-1529)	
Service:		MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (990-0287)	
Service:		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-6454)	
Service:		ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-6634)	
Service:		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)	
Installation:		ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1007)	
Misc:		Energy Smart Redundant Power Supply with Y-Cord (310-9933)	
Misc:		Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)	

COMMENTS
APPLICATION

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

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T-472 P006/022 F-235

Requisition

Req # 00136459

PO #

Date: 07/25/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 440357702		
		DO NOT DUPLICATE ORDER		
2	EACH	QUAD CORE XEON E5450 PROCESSOR 2x6MB CACHE, 3.0GHz, 1333MHz FSB, PE2950	8,313.78	16,627.56
		Account No	Encumbrance	
		Line item transfer needed & requested not submitted to Purchasing Dept		
			Freight	.00
			Total	16,627.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

745

DELL

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QUOTATION

RED. 136459

QUOTE #: 440357702
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

Date: 7/21/08 9:43:31 AM

TOTAL QUOTE AMOUNT:	$16,627.56		
Product Subtotal:	$16,627.56		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: $8,313.78	GROUP TOTAL: $16,627.56
Base Unit:	Quad Core Xeon E5450 Processor2x6MB Cache, 3.0GHz, 1333MHz FSB, PE2950 (223-4487)		
Processor:	Information,No Second Processor (311-1193)		
Memory:	4GB 667MHz (4X1GB), Dual Ranked Fully Buffered DIMMs (311-6154)		
Video Card:	LOM NICs are TOE Ready (430-2968)		
Video Memory:	Riser with 3 PCIe Slots for PowerEdge 2950 (320-4607)		
Hard Drive:	Four 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drives (341-4555)		
Hard Drive Controller:	PERC 5/i, x6 Backplane Integrated Controller Card (341-3066)		
Floppy Disk Drive:	No Floppy Drive for x6 Backplane (341-3685)		
Operating System:	Windows Server 2003 R2 Standard Edition with SP2 Includes 5 CALs (420-7118)		
NIC:	ONBOARD BROADCOM 5708 1GBE NETWORKING (430-1764)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-RW/DVD ROM Drive for PowerEdge 2950 (313-3934)		
Sound Card:	Bezel for PE 2950 (313-3920)		
Speakers:	1x6 Backplane for 3.5-inch Hard Drives (311-7936)		
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit (310-7415)		
Additional Storage Products:	300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-4424)		
Feature	Integrated SAS/SATA RAID 1/ RAID 5, PERC 6/i Integrated (341-5727)		
Feature	Universal Sliding Rapid/Versa Rails, includes Cable Management Arm (310-7412)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-4124)		
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (989-9237)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-3944)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-2840)		
Service:	Dell Hardware Warranty, Extended Year(s) (984-1417)		
Service:	Dell Hardware Warranty Plus Onsite Service Inital YR (984-1418)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1067)		
Misc:	Redundant Power Supply with Y-Cord (310-9897)		
Misc:	300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-4424)		

Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)

COMMENTS
*TEST DATABASE

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

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This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

AI-10414 **18.E.4.**

A T & T

CC REGULAR

Date: 08/05/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals through (DIR) Department of Information Resources Purchasing Program contract (AT&T) DIR-SDD-233 for the (IT) Information Technology Dept. requisition #135982 in the total amount of $13,807.20.

BACKGROUND

Pending AI-10323 for CC 08/05/08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100415002000020745
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending AI-10323 for CC 08/05/08.

Attachments

Link: A T & T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 01:52 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:19 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/01/2008 07:58 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 02:53 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Matilde Faz Started On: 07/31/2008 12:04 PM

Final Approval Date: 08/01/2008

AI 10223
AT & T
CC REGULAR

35.K.1.

104/14
8/12/08
@ bc for 8/5/08
w/ for Angela Gonzales
Budget Off
OK'd: CV
7/24/08

Date: 07/22/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals through (DIR) Department of Information Resources Purchasing Program contract (A T & T) DIR-SDD-233 for the (IT) Information Technology Dept. requisition #135982 in the total amount of $13,807.20

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81334415002000040747
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Line Item Transfer submitted (attached)

Attachments

Link: ATT IT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Matilde Faz	07/16/2008 04:47 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Matilde Faz Started On: 07/16/2008 04:47 PM

at&t

Proposal and Quotation

AT&T Proprietary

Quote # x 031908a

Quotation for		Quotation Information
Name: Hidalgo County Company : Hidalgo County Division: Email: Phone # :	Hidalgo County REQ. 135982	Quote Date : 3/18/2008 Quote Expiration Date: 004/19/08 Account Executive: Application Specialist: Roy Hanks Design Engineer: Saul Pacheco Inside Sales: Nicole Watkins

Line #	Part #	Description	Qty	List Price	Disc. Price	Extnd. Price
1	CISCO3845	3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 64F/	1	$ 13,000.00	$7,280.00	$7,280.00
2	S384SPSK9-12415T	Cisco 3845 SP SERVICES	1	$ 1,000.00	$560.00	$560.00
3	NM-1A-T3	1-Port DS3 ATM Network Module	1	$ 6,000.00	$3,360.00	$3,360.00
4	PWR-3845-AC/2	Cisco3845 redundant AC power supply	1	$ 500.00	$280.00	$280.00
5	PWR-3845-AC	Cisco 3845 AC power supply	1	$ -	$0.00	$0.00
7	CAB-AC	Power Cord,110V	1	$ -	$0.00	$0.00
8	ROUTER-SDM	Device manager for routers	1	$ -	$0.00	$0.00
9	MEM3800-256D-INCL	256BM SDRAM default memory for 3800	1	$ -	$0.00	$0.00
10	MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	1	$ -	$0.00	$0.00
11	CON-SNT-3845	SMARTNET 8X5XNBD 3845 w/AC PWR,2GE,1S	1	$ 1,509.00	$1,207.20	$1,207.20
12		**AT&T SERVICES**				
13	Professional Services	Configuration and Installation of Cisco 3845 Router	1	$ 1,020.00	$1,020.00	$1,020.00
14	Project Management	Assignment of Implementation Coordinator	1	$ 100.00	$100.00	$100.00
				TOTAL		**$13,807.20**

...dance w/State of Texas DIR contract # DIR-SDD-233 DIR-SDD-233 must be referenced

TERMS:
*Net 30, payment terms and order acceptance based upon prior credit approval.
*This Proposal and Quotation, and any purchase made in response to this Proposal and Quotation, are subject to the terms and conditions set forth in the Equipment Resale Contract between the parties, or if no contract exists, the standard AT&T Equipment and Services resale contract.
* This Quotation excludes all applicable taxes and shipping charges.
* F.O.B.: Origin; Prepaid and Add, Standard Shipping method is UPS Ground unless otherwise specified.

NOTE:
*Please verify your shipment is correct by reviewing the packing list before opening.
*Return policies vary by manufacturer and are time sensitive. Please contact your local AT&T representative
regarding any return questions or requests. All returns are subject to manufacturer's terms and

AT&T Services encompass complete Network Lifecycle Solutions to maximize the return on investment from your network infrastructure. We can...

Design - Consulting Services, Security, Network Mgmt.
Deliver - Staging, Installation, Leasing, Project Mgmt.
Manage - Monitoring, Maintenance, Mgd Svcs.

Monthly Financing available through AT&T Capital Services.
For questions and information about this and other financing options and promotions available from AT&T, please call your local AT&T representative.

Estimated Monthly Payment **$438.10**
(Final pricing provided by AT&T Captial)

Plus applicable taxes

Thank you for this opportunity to present you with our quote.
To ensure prompt expediting of this order, please fax to the following number. Fax 214-576-7771

7/15/08 AS PER MR. DAVILA (AT&T) QUOTE IS STILL GOOD.

Remittance Address:
AT&T
P.O. Box 8104
Aurora, IL 60507-8104

Order Entry Address:
AT&T
C/O Donna Cromer/7th Floor
2600 N. Central Expressway
Richardson, TX 75080

Tel: 214-576-7234
Fax: 214-576-7771

8-1332-415-00-200-007-0-745
Available bal. 17,914.22

DATE: July 22, 2008

received Min email 7/31/08

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 8-1100-415-00-200-002-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
311	COMPUTER DEPT- MGMT CONSULTING SRV	745	COMPUTER DEPT - COMPUTER EQUIP.	$23,000.00
336	COMPUTER DEPT- COMPUTER SERVICES	745	COMPUTER DEPT - COMPUTER EQUIP.	33,000.00
339	COMPUTER DEPT - OTHER PROFESSIONAL SRV	745	COMPUTER DEPT - COMPUTER EQUIP.	$7,000.00
350	COMPUTER DEPT- CONTRACTUAL SERVICES	745	COMPUTER DEPT - COMPUTER EQUIP.	45,000.00
532	COMPUTER DEPT - CELL PHONE	745	COMPUTER DEPT - COMPUTER EQUIP.	3,000.00
661	COMPUTER DEPT-MINOR OFFICE EQUIP	745	COMPUTER DEPT - COMPUTER EQUIP.	5,000.00
665	COMPUTER DEPT - MINOR COMPUTER EQUIP	745	COMPUTER DEPT - COMPUTER EQUIP.	15,000.00
666	COMPUTER DEPT - MINOR OFFICE FURNITURE	745	COMPUTER DEPT - COMPUTER EQUIP.	4,300.00
743	COMPUTER DEPT- OFFICE EQUIP.	745	COMPUTER DEPT - COMPUTER EQUIP.	25,000.00
			TOTAL	$160,300.00

REASON: **Tranfer monies to cover expenses for Iron Port, Cisco Router DS3, Odessey**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10423 **18.F.1.**

Promotional Items
CC REGULAR

Date:	08/05/2008		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Ratification of purchase orders #607206 and #607207 for the total amount of $9,220.81 for the purchase of "Educational Promotion Items" through the County's membership/participation with TASB Buyboard's awarded vendor Visual Promotions LLC (266-07) due to deadline for expenditures of grant funds. Total includes imprint and delivery fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-013-8-603
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#607206 available balance as of 8/1/08 $2,474.27. Funds available as of 8/1/08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-10-340-028-8-603
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#607207 available balance as of 8/1/08 $6,746.54. Funds available as of 8/1/08.

Attachments

Link: HEALTH PROMOTIONAL ITEMS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 05:07 PM	APRV
2	Budget & Management	Veronica Lopez	08/01/2008 07:39 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/01/2008 09:33 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 02:58 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Matilde Faz

Started On: 07/31/2008 04:00 PM

Final Approval Date: 08/01/2008

Purchase Order

COUNTY OF HIDALGO

PO#: 607206

DATE: 07/31/08

VENDOR: 359394 REQ:00136782
FAX (979)627-0635 Email:
Phone:(979)627-0533
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT
Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER AS PER TASB BUYBOARD PRICING #266-07		
2	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS SHOWDOWN DISPLAYS (ASI #87188) 8" ECONOMY TABLE THROW COVER WITH COUNTY LOGO ITEM: 133037 COLOR: NAVY BLUE IMPRINT AREA: 15" X 50" 1-COLOR IMPRINT IMPRINT COLOR: WHITE TO BE PRINTED: HIDALGO COUNTY HEALTH AND HUMAN SERVICES 1304 S. 25TH AVE. EDINBURG, TEXAS 78539 956-318-2426 QTY: 2	184.00	368.00
1	EACH	Shipping CHARGES	25.00	25.00
600	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS LEASHABLES HAND SANITIZER (ASI # 66715) WITH COUNTY LOGO ITEM: 395 SIZE: 1 OZ. IMPRINT AREA: 1.75" X .63" 1-COLOR IMPRINT IMPRINT COLOR? LEASH COLOR? IMPRINT: HCHHS COVER YOUR COUGH	2.15	1,290.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 607206

DATE: 07/31/08

VENDOR: 359394 REQ:00136782
FAX (979)627-0635 Email:
Phone:(979)627-0533
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT
Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		WASH YOUR HANDS		
		QTY: 600		
1	EACH	shipping CHARGES	52.00	52.00
1600	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS	.44	704.00
		PENS LINE USA (ASI # 52387) WITH COUNTY LOGO		
		ITEM: PR-22		
		BARREL COLOR: BLUE		
		BLACK PEN INK		
		IMPRINT AREA: 1 1/2" X 3/4"		
		1-COLOR IMPRINT		
		IMPRINT COLOR?		
		IMPRINT:		
		HCHHS		
		COVER YOUR COUGH		
		QTY: 1600		
1	EACH	shipping CHARGES	35.27	35.27
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		2,474.27
		********** For Hidalgo County use only **********		
		8-1293-441-00-340-013-8-603 2,474.27		
		Approved		

Authorized by: Martha L. Salazar

www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1610

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Gracie Lopez Hidalgo Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	*ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING* Customized Promotional Products Showdown Displays (asi # 87188) 8' Economy Table Throw Item: 133037 Color: Navy Blue Imprint Area: 15"x50" 1-color imprint Imprint Color: white to be printed: Hidalgo County Health and Human Services 1304 S. 25th Ave. Edinburg, Texas 78539 956-318-2426 Qty-2	2	184.00	368.00
Shipping	Shipping Charges *ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING*	1	25.00	25.00
	#266-07			

	Subtotal
Thank You For This Opportunity To Serve You!	**Sales Tax (8.25%)**
Your Image Is Our Image!	**Total**

Reg# 136782

Signature _____

www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1610

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Gracie Lopez Hidalgo Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Leashables Hand Sanitizer (asi # 66715) Item: 395 Size: 1 oz Imprint Area: 1.75"x .63" 1-color imprint Imprint Color: ? Leash Color: ? Imprint: HCHHS Cover Your Cough Wash Your Hands Qty-600	600	2.15	1,290.00
Shipping	Shipping Charges *ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING*	1	52.00	52.00

	Subtotal
Thank You For This Opportunity To Serve You!	**Sales Tax (8.25%)**
Your Image Is Our Image!	**Total**

Signature _____

www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/15/2008	1610

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Gracie Lopez Hidalgo Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Pens Line USA (asi # 52387) Item: PR-22 Barrel Color: Blue black pen ink Imprint Area: 1 1/2" x 3/4" 1-color imprint Imprint color: ? Imprint: HCHHS Cover Your Cough Qty-1600	1,600	0.44	704.00
Shipping	Shipping Charges	1	35.27	35.27

Subtotal	$2,474.27
Sales Tax (8.25%)	$0.00
Total	$2,474.27

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Signature _____

Purchase Order

COUNTY OF HIDALGO

PO#: 607207

DATE: 07/31/08

VENDOR: 359394 REQ:00136783
FAX (979)627-0635 Email:
Phone:(979)627-0533
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT
Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER AS PER TASB BUYBOARD PRICING 266-07		
2	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS SHOWDOWN DISPLAYS (ASI # 87188) 8' ECONOMY TABLE THROW WITH COUNTY LOGO ITEM: 133037 COLOR: NAVY BLUE IMPRINT AREA: 15" X 50" 1-COLOR IMPRINT IMPRINT: HIDALGO COUNTY HEALTH & HUMAN SERVICES 1304 S. 25TH AVE. EDINBURG, TEXAS 78539 956-318-2426	184.00	368.00
1	EACH	set up CHARGES	82.00	82.00
1	EACH	shipping CHARGES	25.00	25.00
5000	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS PANDA PENCILS (ASI # 75788) WITH COUNTY LOGO ITEM: RS99 COLOR: ASSORTED IMPRINT AREA: 3/4" X 4" 1-COLOR IMPRINT QTY: 5,000 IMPRINT COLOR: ? IMPRINT:	.16	800.00

Authorized by: Martha L. Salazar

10423 8/5/08 8/19/08

Purchase Order

PO#: 607207

COUNTY OF HIDALGO

DATE: 07/31/08

VENDOR: 359394 REQ:00136783
FAX (979)627-0635 Email:
Phone:(979)627-0533
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT
Special Instructions:
Contract No:

VENDOR NOTES

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5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HCHHS		
		COVER YOUR COUGH		
1	EACH	set up CHARGES	24.00	24.00
1	EACH	shipping CHARGES	55.00	55.00
2000	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS	2.10	4,200.00
		LEASHABLES HAND SANITIZER (ASI # 66715) WITH COUNTY LOGO		
		ITEM: 395		
		SIZE: 1 OZ.		
		IMPRINT AREA: 1.88" X .77		
		IMPRINT:		
		HCHHS		
		COVER YOUR COUGH		
		WASH YOUR HANDS		
		1-COLOR IMPRINT		
		IMPRINT COLOR: ?		
		LEASH COLOR: /		
		QTY: 2,000		
1	EACH	Set-up CHARGES	52.00	52.00
1	EACH	Shipping CHARGES	176.00	176.00
2000	EACH	CUSTOMIZED PROMOTIONAL PRODUCTS	.44	880.00
		PENS LINE USA (ASI # 52387) WITH COUNTY LOGO		
		ITEM: PR-22		
		BARREL COLOR: BLUE		
		WITH BLACK PEN INK		
		IMPRINT AREA: 1 1/2" X 3/4"		
		1-COLOR IMPRINT		
		IMPRINT COLOR: ?		
		IMPRINT: HCHHS		
		COVER YOUR COUGH		
		QTY: 2,000		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 607207

DATE: 07/31/08

VENDOR: 359394 REQ:00136783
FAX (979)627-0635 Email:
Phone:(979)627-0533
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
Vendor Acct:

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT
Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
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5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	Set-up CHARGES	28.00	28.00
1	EACH	Shipping CHARGES	56.54	56.54
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		6,746.54
		**********		
		For Hidalgo County use only		
		8-1293-441-10-340-028-8-603 6,746.54		
		Approved		

Authorized by: Martha L. Salazar

www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1606

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Gracie Lopez Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426email graciela.lopez@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	*ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING* Customized Promotional Products Showdown Displays (asi # 87188) 8' Economy Table Throw Item: 133037 Color: Navy Blue Imprint Area: 15"x50" 1-color imprint Imprint Color: white Qty-2 Imprint: Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	2	184.00	368.00
Setup Charges	Setup Charges	1	82.00	82.00
Shipping	Shipping Charges	1	25.00	25.00
	ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING			
	#266-07			

	Subtotal
	Sales Tax (8.25%)
	Total

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Req# 136783

Signature _____

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Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1606

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Gracie Lopez Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426email graciela.lopez@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Panda Pencil (asi # 75788) Item: RS99 Color: Assorted Imprint Area: 3/4" x 4" 1-color imprint Qty-5000 Imprint Color: ? Imprint: HCHHS Cover Your Cough	5,000	0.16	800.00
Setup Charges	Setup Charges	1	24.00	24.00
Shipping	Shipping Charges	1	55.00	55.00
	ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING			

	Subtotal
	Sales Tax (8.25%)
	Total

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2040 Hwy 90 West / Sealy, Texas 77474
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Proposal

Date	Estimate #
7/14/2008	1606

Name / Address	Ship To
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P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Leashables Hand Sanitizer (asi # 66715) Item: 395 Size: 1 oz Imprint Area: 1.88"x .77 Imprint: HCHHS Cover Your Cough Wash Your Hands 1-color imprint Imprint color: ? Leash color: ? Qty-2000	2,000	2.10	4,200.00
Setup Charges	Setup Charges	1	52.00	52.00
Shipping	Shipping Charges	1	176.00	176.00
	ALL ITEMS ARE QUOTED FOR BUYBOARD PRICING			

	Subtotal
	Sales Tax (8.25%)
	Total

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www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
7/14/2008	1606

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Gracie Lopez Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426email graciela.lopez@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		7/31/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Pens Line USA (asi# 52387) Item: PR-22 Barrel Color: Blue with black pen ink Imprint Area: 1 1/2" x 3/4" 1-color imprint Imprint color: ? Imprint: HCHHS Cover Your Cough Qty-2000	2,000	0.44	880.00
Setup Charges	Setup Charges	1	28.00	28.00
Shipping	Shipping Charges	1	56.54	56.54

Subtotal	$6,746.54
Sales Tax (8.25%)	$0.00
Total	$6,746.54

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Signature _____

Requisition For Supplies

Ordered By: Evangelina Rubio
Date: 7/17/2008
Vendor:
Address:

Phone:
Fax:

Approved:
Account No:

(If new Vendor, Need vendor application and W-9 before submitting requisition)

EWIDS

County Obj. Code	TDH Obj. Code	Quantity	Description	Unit Price	Total	Requisition Number	Purchase Order No	Are Fund Available
		2	table covers		$0.00	225.00	450.00	
		5000	panda pencils - Cover your Cough, Wash your hands		$0.00	.25	1250.00	
		2000	hand sanitizer -		$0.00	2.75	5500.00	
		2000	Pens -		$0.00	.55	1100.00	
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
				Totals	$0.00		8300.00	

Received Requisition on: _____ By _____

AI-10379 **18.G.1.**

Courthouse Elevators 1 & 2 Maintenance & Repair Services Contract(s)
CC REGULAR

Date: 08/05/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

A. Presentation for discussion, consideration and applicable action on a request from Kone, Inc. to amend/modify their current awarded contract C-07-006-06 with Hidalgo County to reflect the deletion of Elevator #s 1 & 2 located at the main lobby of the Courthouse which are currently under a modernization project under another contractor (including reduction of the monthly fees for said elevators);
B. Presentation for discussion, consideration and approval to negotiate a Maintenance & Repair Services contract with ThyssenKrupp awarded vendor under our membership/participation with The Cooperative Purchasing Network (TCPN) contact #R-4679 for Maintenance & Repair Services for Elevator #s 1 & 2 located in the main lobby of the Courthouse (for the services not covered under the warranty after completion of the modernization project)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#s 596486 & 596506 are currently open with the vendor Kone, for this project with available amounts in each are $7,200.00 & $10,000.00 (respectively) as of 7/31/08. Available balance within the account is $61,613.40 as of 7/31/08.

The current contract with Kone, Inc. will be reduced. Therefore, until such time as a new Maintenace & Repair Services agreement is finalized the fiscal impact will be determined.

Attachments

Link: ELEVATOR
Link: C-07-006-02-06- Kone, Inc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department (Originator)	Marty Salazar	07/30/2008 04:53 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 07:48 AM	APRV
3	Dale Kennan	Dale Kennan	07/31/2008 09:32 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 01:06 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Marty Salazar

Started On: 07/30/2008 02:38 PM

Final Approval Date: 08/01/2008

Darlene Betancourt

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 30, 2008 10:22 AM
To: 'Darlene Betancourt'
Subject: FW: Hidalgo County Courthouse Passenger 1 and 2 Under Mod-Safety

---

From: Hampton George [mailto:George.Hampton@kone.com]
Sent: Monday, July 28, 2008 12:56 PM
To: 'martha.salazar@co.hidalgo.tx.us'
Cc: Willett Leo; Turk Laura
Subject: Hidalgo County Courthouse Passenger 1 and 2 Under Mod-Safety

Martha,

As a company we believe employee and passenger safety is our number one concern. Our Service Technicians that work on your elevator equipment belong to the International Union of Elevator Constructors (IUEC). Our company along with other companies have signed an agreement with the IUEC. Part of that agreement is to provide a work environment that is as safe as possible.

When elevator cars in the same group under go a modernization it is common practice to not have two separate elevator companies working on the same cars at the same time. Because the two elevator cars at the courthouse are in the same group we have given notice that we will be suspending service until the modernization is complete on these two elevators. The other elevators that we maintain for the county are still under service.

The unsafe scenarios are various but a few include:

1. One company is modernizing one unit in the group and have jumped out some piece of equipment and another company comes to the site to work on another unit that is out of service and the jumped out piece of equipment is the safety brake and someone gets hurt.

2. One company has dismantled the common dispatch board to remove or replace because of a modernization and another company comes to repair a down elevator in the same group and places a call and shorts the controller.

3. Cars in the same group many times have a common hoistway. One company is dismantling equipment and another responds to a down elevator and is caught in the shaft by falling debris.

We apologize for any inconvenience that has occurred. We tried to avoid this by speaking and writing with Mary Maldonado just as soon as we knew the modernization was under way at the first of this month.

Please call or email with questions or to schedule a meeting.

Respectfully,

George Hampton
Service Sales Manager
KONE Inc.

12017 Starcrest
San Antonio, TX 78247

Cell 210-559-4143
Office 210-491-0485 Ext. 204
Fax 210-491-9774

KONE The heart of your building

TCPN
The Cooperative Purchasing Network

TCPN CONTRACT INFORMATION

ThyssenKrupp

Contract:	Elevator Products and Services
Awarded Vendor:	ThyssenKrupp Elevator Corporation
TCPN Contract Number:	R4679 *(All PO's must reference "Per TCPN Contract")*
Contract Expiration Date:	May 31, 2009
Number of Annual Renewals:	2
Approved Products/Services:	
Order Placement:	1. All PO's must be made out to the awarded vendor and reference "Per TCPN Contract." **2. PO's must be sent to the TCPN office by fax, email or mail.** 3. TCPN will review PO for compliance and forward to vendor on same day received.
Pricing:	Contact vendor for pricing.
Other:	
Other:	
Online Ordering Availability:	Not Available
Freight/Delivery:	
Vendor Contact:	**Bill Harrison** National Acc. Mgr. TF: (800) 725-5207 PH: (972) 785-3250 bill.harrison@thyssenkrupp.com
Vendor Website:	http://www.thyssenkruppelevator.com
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	Texas Government Code, Title 7. Intergovernmental Relations, Chapter 791 Interlocal Cooperation Contracts, Subchapter B, General Interlocal Contracting Authority, Subchapter C, Specific Interlocal Contracting Authority. Arizona Revised Statues 41-2631 et seq; 41-2632 et seq.; 15-213 et seq; A.A.C. R7-2-1101 et seq. and A.A.C. R7-2-1191 et seq.
TCPN Order Processing:	Tel: 713-744-6356 or Toll-free: 888-884-7695 Fax: 713-744-0648 or Toll-free fax: 800-458-0099 Email: tcpn@tcpn.org

Print this Page

» Close

KONE

Elevators Escalators

KONE Inc.
12017 Starcrest
San Antonio, TX 78247
Tel (210) 491-0485
Fax (210) 491-9774
www.kone.com
george.hampton@kone.com

July 2, 2008

Ms. Mary Maldonado
Contracts Manager
Purchasing Department
THE COUNTY OF HIDALGO TEXAS
2812 South Business Highway 281
EDINBURG, TX 78539-6243
USA

Re: HIDALGO COUNTY TEXAS Elevator Maintenance-Remove Courthouse Passenger 1 and 2 from KONE's Service agreement.

Dear Ms. Maldonado:

As KONE was not the successful modernization bidder for the two passenger elevators in the Hildalgo County Courthouse, we will be unable to provide maintenance on these two units while the work is on going. First, it is unsafe to have two elevator companies working on the same elevators at the same time—particularly when a controller change is involved. Also, it is often difficult to establish who is responsible if any problems arise with these two units. Lastly, this is the most beneficial arrangement for the customer.

We will temporarily suspend the monthly billing on these two units effective July 1st, 2008. Your bill will be reduced by $300.00 per month. Your new monthly bill will be $900.00 per month. The July invoice was already sent with the old amount. Please pay the new amount only. All services for these two units end effective immediately until the modernization is completed or until further notice.

Please call or email me to arrange a meeting or if you have any questions.

Respectfully,
KONE Inc.

George Hampton
Service Sales Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-006-02-06

THIS CONTRACT is made and entered into this day 6th of **February, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Kone, Inc**, a Delaware Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Elevator Maintenance Service and Repairs** ("the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** for Elevator Maintenance Service & Repair. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Director** of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **March 4, 2007** and ending on, **March 3, 2008** and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Kone, Inc.**
Attn: Kevin Kisamore
12017 Starcrest Dr.
San Antonio, Tx 78247

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____day of _____, 2007

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk acm

COMPANY: Kone, Inc.

By:_____

Printed Name: Bruce Norden
Vice President
Service Sales

Title: 4-9-07
KONE # 40062740

Approved on Commissioners' Court February 6, 2007

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY BUILDING AND GROUNDS
"Elevators Repairs Maintenance Service"
Bid No.: 07-006-01-24-jmt
Bid Opening Date: January 24, 2007 at 9:30 AM

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE: This contract is a full service type of contract. Contractor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Contractor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

EQUIPMENT & LOCATION: The following is a list of equipment to be serviced, its location, and point of contact.

Hidalgo County Administration Bldg. 100 E. Cano Edinburg, Texas 78539	4 Elevators: 2 to Second Floor only, on West side and 2 to Fifth Floor on East side.
Hidalgo County Courthouse Bldg. 100 N. Closner Edinburg, TX 78539	4 Elevators: (HSO Substation) 1 to Basement only, on East side. 1 to Third Floor only, on East side and 2 to Fifth Floor on Main Lobby

(a) **HYDRAULIC ELEVATORS:** Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packaging and packing gland, guide rails and guide shoes.

1. Contractor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Contractor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled

inspection.

(b) **ELECTRIC ELEVATORS:** Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Contractor shall replace all wire reopens, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Contractor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. He shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Contractor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Director/Interim Director, Hidalgo County Buildings & Grounds, stating the nature of the unsafe condition and recommended corrective action necessary.

EXCLUDED ITEMS: Contractor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

REPLACEMENT PARTS: Contractor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph 2 as follows:

(a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

(b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

MAINTENANCE PROCEDURES AND RECORDS: Contractor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director/Interim Director, Hidalgo County Buildings & Grounds, or his/her representative. Contractor shall submit the original service records to the Director/Interim Director, Hidalgo County Buildings & Grounds, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS: Contractor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing service to Director/Interim Director, Hidalgo County Buildings & Grounds. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Contractor within ten (10) days by the Director/Interim Director, Hidalgo County Buildings & Grounds.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individuals phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS: Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director/Interim Director, Hidalgo County Buildings & Grounds, or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as

follows:

(a) Director/Interim Director, Hidalgo County Buildings & Grounds, or his/her representative shall call the contractor as an emergency as defined above. Contractor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Contractor shall provide immediate response and have a technician on-site without delay.

(c) In the event contractor fails to respond in an appropriate or timely manner, the Director/Interim Director, Hidalgo County Buildings & Grounds, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the contractor at the contractor's expense.

(d) At the request of the Director/Interim Director, Hidalgo County Buildings & Grounds, contractor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING: Contractor and designated representative of Hidalgo County Buildings & Grounds, Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES: Contractor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Contractor.

MECHANIC QUALIFICATIONS: Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

Hydro-Electric
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the contractor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of contractor employees used in the performance of this contract will be considered.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID FORM

HIDALGO COUNTY - BUILDING AND GROUNDS
"Elevators Repairs Maintenance Service"
Bid No.: 07-006-01-24-jmt
Bid opening Date: January 24, 2007 at 9:30 AM

BUILDING	COURTHOUSE	ADMINISTRATION	TOTAL COST
MONTHLY RATE:	2 - HYDRO / 280.00 2 - HYDRO / 280.00	2- HYDRO / 280.00 2- TRACTION / 360.00	$ 1,200.00

Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).

Experience (years)	Training/Source
ROSS ROBERTS	MECHANIC (IUEC) / 30 YEARS
JASON CHENEY	MECHANIC (IUEC) / 12 YEARS
PAUL LEDESMA	MECHANIC (IUEC) / 15 YEARS
PETER MARES	MECHANIC (IUEC) / 18 YEARS

BIDDER/COMPANY NAME: KONE, INC.

ADDRESS: 12017 STARCREST DR.

CITY: SAN ANTONIO **STATE:** TEXAS **ZIP CODE:** 78247

PHONE No: (210) 491-0485 **FAX No:** (210) 491-9774

AUTHORIZED SIGNATURE: _____

PRINTED NAME: KEVIN KISAMORE

TITLE: BRANCH MANAGER **DATE:** 1/18/2007

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 12/21/2006

PRODUCER
AON Risk Services Inc. of Illinois
1000 North Milwaukee Avenue
Glenview, IL 60025
DBA AON Risk Svcs of IL, CA License No. 0095623

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Illinois Union Insurance Company	
INSURER B: ACE American Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
KONE Inc.
One KONE Court
Moline, IL 61265
Attn: Law Department FAX # 309-743-5800

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDO G2371971A	01/01/2007	01/01/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 1,000,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ISA H08228607	01/01/2007	01/01/2008	COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B B B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLR C44457416 (AOS) SCF C44457428 (WI) WCU C44457398 (OH)	1/1/2007 1/1/2007 1/1/2007	1/1/2008 1/1/2008 1/1/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE COUNTY OF HIDALGO TEXAS IS NAMED AS ADDITIONAL INSURED TO THE EXTENT OF THE TERMS OF THE INDEMNITY AGREEMENT IN KONE CONTRACT # 40082740.PROJECT: 100 E. CANO, 4TH FLOOR-ADMINISTRATION BUILDING, EDINBURG, TX 75840 and 100 NORTH CLOSNER-COURTHOUSE BLDG, EDINBURG, TX 78539.

CERTIFICATE HOLDER

HIDALGO COUNTY TEXAS
BUILDING AND GROUNDS
100 E. CANO 3RD FLOOR
EDINBURG, TX 75839-3587

CANCELLATION Certificate ID 12,484

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Aon Risk Services, Inc. of Illinois

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

11/9/07 COPY

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.

(b) Time of performance (i.e. hours of day, days of week, etc.)

(c) Place of performance of the services.

(d) Correction of errors of a general administrative nature or other mistakes, the correction of which does to affect the scope of the contract, or does not result in expense to the Contractor.

OPTION TO RENEW: The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The County of Hidalgo is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

TERM: The initial term of this contract will be for one (1) year period, with County's option to extend the contract for an additional year under the same terms and conditions. The County may terminate the contract upon thirty (30) days with advance written notice of Contractor.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverages and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR: (a)The vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverages and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract. (b)Interested vendors must have the capabilities to address tow or more repairs(jobs) at one time.

NEW SITES: The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Building & Grounds reserves the right award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. County of Hidalgo to be additional insured on General Liability. Coverage shall provide against the following risks:

a. Broad Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations

Comprehensive General Liability (That provide as broad pollution coverage available) shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$1,000, 000 - General Aggregate Limit
$1,000, 000 - Products - Completed
Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$100, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:
$500, 000 - Each occurrence for Bodily
Injury and Property Damage

$500, 000 - Annual Aggregate

Comprehensive Automobile Liability shall written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits
$500, 000 - Combine single limit.

Workmen's Compensation - Texas Statutory Limit.

Any contract awarded to a successful bidder will be in effect until:
(a) the contract expires
(b) delivery and acceptance of products and/or performance of service ordered, or
(c) terminated by County with sixty (60) day's written notice prior to cancellation.

Effective January 1, 2006, (apter 176 of the Texas Local Gov ment Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

AI-10428 **18.G.2.**

Request for Payment No. 3 -GIGNAC -Sheriff's Office Substation in Pct. 1 Area

CC REGULAR

Date: 08/05/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Approval of Request for Payment No. 3 in the amount of $11,019.62, from Gignac & Associates Architects LLP., contracted architect for "Construction of Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area.) C-08-051-01-30

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$160,764.16 available balance on purchase order number 601736 as of 08/01/08.

Attachments

Link: Gignac Invoice No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/01/2008 01:30 PM	APRV
2	Budget & Management	Veronica Lopez	08/01/2008 01:52 PM	APRV
3	Rey Salazar	Rey Salazar	08/01/2008 03:42 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 04:26 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 05:01 PM	APRV

Form Started By: Moises Salazar Started On: 08/01/2008 08:51 AM

Final Approval Date: 08/01/2008

GIGNAC | ARCHITECTS

July 10, 2008

Mr. Juan M. Tapia, Procurement Specialist
County of Hidalgo Sheriff's Office
711 El Cibolo Road
PO Box 1228
Edinburg, Texas 78450

Re: County of Hidalgo
Sheriff's Office Substations 1
Project No.: 07.10
P.O. Order 601736/C-08-051-01-30

Dear Mr. Tapia:

Enclosed, please find our Invoice No. 3 for architectural services on the above referenced project for the amount of $11,019.62.

We would appreciate payment of this invoice at your earliest convenience.

Thank you for your consideration.

Sincerely,

GIGNAC & ASSOCIATES LLP

Raymond Gignac, AIA

RG/im

cc: Rocio Villarreal

RECEIVED
JUL 29 2008
By

416 STARR STREET · CORPUS CHRISTI, TEXAS 78401
PHONE: 361/884-2661 · FAX: 361/884-4232

INVOICE #: 3
DATE: 1-Jul-08
RE: County of Hidalgo
Sheriff's Office Substations 1
Project No. : 07.10
PO #601736/C-08-051-01-30

TO: **MR. JUAN M. TAPIA, PROCUREMENT SPECIALIST**
COUNTY OF HIDALGO SHERIFF'S OFFICE
711 EL CIBOLO ROAD
PO BOX 1228
EDINBURG, TX. 78450

FOR PROFESSIONAL SERVICES RENDERED: *6/1/2008* through *6/30/2008*

Estimated Construction Cost $2,500,000 x 7.25% $ 181,250.00

FEE BASIS: $ 181,250.00 Final Fee adjusted in accordance with final construction cost.

	% FEE		FEE	% COMP	TOTAL EARNED	PREV. BILLED	DUE THIS INVOICE
A. BASIC SERVICES:							
1) SCHEMATIC DESIGN	15.0%	*	27,187.50	100%	$ 27,187.50	$ 20,390.63	$ 6,796.87
2) DESIGN DEVELOPMENT	20.0%	*	36,250.00	10%	3,625.00	0.00	3,625.00
3) CONSTRUCTION DOCUMENTS	40.00%	*	72,500.00	0%	0.00	0.00	0.00
4) RECEIPT OF BIDS	5.00%	*	9,062.50	0%	0.00	0.00	0.00
5) CONSTRUCTION PHASE	20%	*	36,250.00	0%	0.00	0.00	0.00
Total Basic Services	100%		$ 181,250.00		$ 30,812.50	$ 20,390.63	$ 10,421.87
B. REIMBURSABLE EXPENSES:							
1. Printing/Reproduction					$ 12.69	$ 12.69	$ 0.00
2. Telephone/Faxes					0.00	0.00	0.00
3. Postage/Delivery					82.52	82.52	0.00
4. Photography					0.00	0.00	0.00
5. Travel/Subsistence	*(see attached)*				597.75	0.00	597.75
6. Consultant Fees					0.00	0.00	0.00
Total Reimbursable Expenses					$ 692.96	$ 95.21	$ 597.75
C. PROJECT TOTALS:					$ 30,812.50	$ 20,485.84	$ 11,019.62

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: _____
Raymond Gignac, AIA

TRAVEL EXPENSE STATEMENT - TRIP FORM

DATE: 18-Jun-08
NAME: **Carolyn James**
PROJECT NUMBER: 07.10
DATE OF TRIP: 18-Jun-08
PURPOSE OF TRIP: County of Hidalgo - Sheriff's Office Substation #1

		TOTAL REIMBURSABLE TRIP EXPENSE	
Airfare		$299.00	
Lodging		$171.35	
Meals: (Breakfast, Lunch, Dinner)			
Lunch/Dinner Receipts		$19.65	
Entertainment			
Rental Car			
Transportation/TAXI		$98.75	
Parking (@ airport)		$9.00	
Parking @ hotel			
Miscellaneous Gas			
Mileage: (Charge to Owner)			
miles @ $0.405/mile			
TOTALS		$597.75	

CJames

From: Southwest Airlines [SouthwestAirlines@mail.southwest.com]
Sent: Monday, June 16, 2008 9:10 AM
To: CJames
Subject: Ticketless Confirmation - JAMES/CAROLYN - 2MZZML

SOUTHWEST.COM

Receipt and Itinerary as of 06/16/08 10:09 AM

Confirmation Number
2MZZML



Confirmation Date: 06/16/08
Received: RAYMOND

Passenger Information

Passenger Name	Account Number	Ticket#	Expiration[1]
JAMES/CAROLYN	- None Entered -	526-2311504721-5	06/16/09

[1] All travel involving funds from this Confirmation Number must be completed by the expiration date.

Itinerary

Date	Flight	Routing Details
Wed Jun 18	36	Depart CORPUS CHRISTI TX (CRP) at 2:45 PM Arrive in HOUSTON HOBBY (HOU) at 3:35 PM
	1999	Change planes in HOUSTON HOBBY (HOU) departing at 4:45 PM Arrive in AUSTIN TX (AUS) at 5:30 PM
Thu Jun 19	2959	Depart AUSTIN TX (AUS) at 11:50 AM Arrive in HOUSTON HOBBY (HOU) at 12:40 PM
	21	Change planes in HOUSTON HOBBY (HOU) departing at 1:25 PM Arrive in CORPUS CHRISTI TX (CRP) at 2:15 PM

Cost and Payment Summary

Air	$ 241.86
Tax	$ 32.14
PFC Fee	$ 15.00
Security Fee	$ 10.00

Total Payment: $299.00

Current payment(s)
06/16/08 VISA xxxxxxxxxxxx8736 Ref 526-2311504721-5 $299.00

Fare Rule(s)

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Any change to this itinerary may result in a fare increase.

B1

Southwest Airlines Purchase Confirmation

Thank you for using southwest.com to purchase your Ticketless Travel

Southwest Airlines Confirmation Number(s)

Passenger Type	Confirmation Number	Passenger	Account Number	Disability Assistance
Adult	2MZZML	Carolyn James	- None Entered -	- None Entered -

Air Itinerary

Trip	Date	Day	Stops	Routing	Flight	Routing Details
Depart	Jun 18	Wed	1	CRP-HOU-AUS	36	Depart Corpus Christi (CRP) at 2:45 PM Arrive in Houston (HOU) at 3:35 PM
					1999	Change planes in Houston (HOU) departing at 4:45 PM Arrive in Austin (AUS) at 5:30 PM
Return	Jun 19	Thu	1	AUS-HOU-CRP	2959	Depart Austin (AUS) at 11:50 AM Arrive in Houston (HOU) at 12:40 PM
					21	Change planes in Houston (HOU) departing at 1:25 PM Arrive in Corpus Christi (CRP) at 2:15 PM

Pricing

Passenger Type	Trip	Routing	Type of Fare	Base Fare	U.S. Taxes	PFC	Security Fee[1]	Passenger(s)	Total
Adult	Depart	CRP-HOU-AUS	Anytime	$120.93	$16.07	$7.50	$5.00	1	$149.50
	Return	AUS-HOU-CRP	Anytime	$120.93	$16.07	$7.50	$5.00	1	$149.50
			Total	**$241.86**	**$32.14**	**$15.00**	**$10.00**		**$299.00**

1 Security Fee is the government-imposed September 11th Security Fee.

Billing Information

Credit Card Holder Name: Raymond Gignac
Billing Address: 416 Starr Street
Corpus Christi, TX 78401

Confirmation Number: 2MZZML

Passenger Type: Adult
Passenger Name(s): Carolyn James
Form of Payment: Visa: XXXXXXXXXXXX8736 $299.00

Total Air	Base Fare	U.S. Taxes	PFC	Security Fee[1]	Passenger(s)	Total
CRP - AUS AUS - CRP	$241.86	$32.14	$15.00	$10.00	1	$299.00

1 Security Fee is the government-imposed September 11th Security Fee.

BOOK ANOTHER FLIGHT >> | RESERVE A CAR >> | RESERVE A HOTEL >>

Please visit Travel Tools, where you can subscribe to Flight Status Messaging or find Policies, Travel Tips, and other Tools to manage your reservation. For your convenience, you are now able to check flight information using our automated phone service by calling 1-888-SWA-TRIP.

Snack Service

If your flight segment is less than 600 miles in length, you will be served peanuts/pretzels. On nonstop flight segments that are 601 to 1270 miles long, you will be served a packaged snack appropriate to the time of day for your travel. On flights longer than 1271 miles, a travel snack box will be served. Southwest Airlines does not serve sandwiches or meals; however, you may bring something to eat onboard.

CHECKIN REQUIREMENTS AND REFUND INFORMATION

- Southwest Airlines Ticketless Travel is nontransferable. Government-issued photo identification is required at time of checkin.
- **Customer Checkin Requirement:**
  Flights Operated by Southwest Airlines - Customers who do not claim their reservations at the departure gate desk at least ten (10) minutes before scheduled departure time for flights operated by Southwest Airlines will have their reserved space cancelled and will not be eligible for denied boarding compensation.
- **Refunds** - Any change to this itinerary may result in a fare increase. To make application for a refund of any unused air fare, please write Southwest Airlines Refunds Department - 6RF, P.O. Box 36611, Dallas, TX 75235-1611. Refund requests must include a copy of this document and/or your confirmation number, date of travel and flight number, and all credit card billing information including the amount and purchase reference numbers.

CONDITIONS OF CONTRACT

MySouthwest SOUTHWEST.COM
Store travel preferences, purchase info and time on future bookings. Set up MySouthwest account now!

Alamo
Save Up to 25% off & Receive Triple Rapid Reward Credit on any two day rental from Alamo. Corporate ID/Rate 7014210.

NEW
More Rooms. More Choices.
A new hotel experience has arrived at southwest.com.

Sit Where You Like
Learn more about choosing your seat on Southwest.

Sign Up for Special Offers!
CLICK 'N SAVE® DING

SOUTHWEST AIRLINES RAPID REWARDS
Enroll in our frequent flyer program, Rapid Rewards.

Apply for the Southwest Airlines Rapid Rewards Visa Signature card and receive 8 bonus credits after your first purchase and Double Reward Dollars on all Southwest Airlines purchases.

LA QUINTA INNS & SUITES

LA QUINTA INN AUSTIN CAPITOL
300 EAST 11TH STREET
AUSTIN, TX 78701
512-476-1166

JAMES, CAROLYN
416 Starr Street
Corpus Christi, TX 78401
Company: L

Folio#: 090748439
Room: 322
Arrival: 06/18/08
Departure: 06/19/08
Rate: $149.00
Returns Club No :
Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
192480	6/18/2008	Rm: 322 BAR - Best Available Rate	$149.00	$0.00	$149.00
192481	6/18/2008	TAX - OCCUPANCY - CITY	$13.41	$0.00	$162.41
192482	6/18/2008	TAX - OCCUPANCY - STATE	$8.94	$0.00	$171.35
192712	6/19/2008	CC PMT - MASTER CARD	$0.00	$171.35	$0.00
				Balance:	**$0.00**

Method of Pay: Credit Card: MC - XXXX XXXX XXXX 9958

Signature:

THANK YOU
WE APPRECIATE YOUR BUSINESS

DELAWARE NORTH COMPANIES
AUSTIN-BERGSTROM INTL. AIRPORT
HIGHLAND LAKES BAR

1056 REINA ESPINOZA

CHK **4446** JUN19'08 10:56AM

2 @ 3.95	
Taco Carne Guisa	7.90
Subtotal	7.90
Total Tax	0.65
Total Paid.....	[redacted]
CASH (PRT)	9.00
Change Owed.....	0.45

Creating special experiences one guest at a time.

****

Enter for a chance to WIN A PRIZE WORTH MORE THAN $5,000! See official rules at: www.yourfeedback.to/dnc Enter Code: 121710 No purchase necessary. Void where prohibited Open to legal residents of US & Canada 18 years and older. Ends 07/31/08. Sponsored by DNC.

Your order number is: 4446

SALE RECEIPT

Store #33606 tko 06/19/08 13:26:57
Subway Sandwiches & Salads
7800 Airport Blvd
Houston TX 77061
713-657-6166
Trans# 71 Clerk 2 Maggie
Dwr1 TRDT 061908 Reg-ID Main
Receipt # 0000316799

--- ITEM ---	QTY		PRICE	MEMO	PLU
TURKEY 6r	1	T $	3.89		10123
EX BACON 6	1	T $	0.50		10081
BTL WATER	1	T $	1.45		10049
SUBTOTAL		$	5.84		
Sales Tx		$	0.36		
TAKE-OUT **TOTAL		$	[redacted]		
Cash AMT TEND		$	7.00		
CHANGE DUE		$	0.80		

Thank you for making Subway the World's Best Sandwich!

HOST MARRIOTT

DATE 06.18.'08 WED

CANDY X1	$1.39
CANDY X1	$1.39
WATER	$1.89
TAX1 AMT	$0.23
TOTAL	[redacted]
CASH	$5.00
CHANGE	$0.10
CLERK 1	NO.238502
TIME 14:22	0000

Fare Receipt
Austin, TX (512) 452-9999

Yellow Cab

Date JUNE 16, 2008

Received of CAROLYN JAMES

the Sum of $25.00/X

from LA QUINTA HOTEL

to THE GROVE RESTUARANT

Yellow Cab

No. _____ Driver _____

Fare Receipt
Austin, TX (512) 452-9999

Yellow Cab

Date JUNE 19, 2008

Received of CAROLYN JAMES

the Sum of $15.00/X

from LA QUINTA HOTEL

to JAIL COMMISSION OFFICE, 7-11

Yellow Cab

No. _____ Driver _____

AUSTIN CAB CO.
478-2222
1135 Gunter St., Ste. 101
Austin, TX 78702

FARE RECEIPT

AMT: $30.00/X DATE: JUNE 18, 2008

TRIP FROM: AUSTIN AIRPORT

TO: HOTEL

DRIVER: MARIAM

CAB #: _____

24 Hour Radio Dispatched Service
Airport Pickup, Time Calls & Delivery Service Available
Thank you for choosing Austin Cab Co.

5491 1303 5975 9958 19th

IMPRINTED DATA ONLY ABOVE THIS LINE — DO NOT CIRCLE EXPIRATION DATE

07/06 08/31/09
CAROLYN JAMES
04

EXPIRATION DATA CHECKED

DATE	SERVER/CASHER
6-18-08	362
AUTHORIZATION NO.	REFERENCE NO.
72388	64512

5408962

TAXI FROM HOTEL TO AIRPORT

QTY.	DESCRIPTION	AMOUNT
		23 25
	TAX	
	TIP / MISC.	5 00
	TOTAL	28 75

SALES SLIP — CUSTOMER COPY

PURCHASER SIGN HERE

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS

[illegible]
[illegible]
[illegible]

[illegible]
[illegible]
[illegible]

AI-10416 **18.H.1.**

Lease Agreement
CC REGULAR

Date: 08/05/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

A. Presentation for discussion, consideration and approval of a "clarification" to the "Lease Agreement-C-03-285-08-26" between Hidalgo County and Hidalgo County's Community Supervision And Corrections Department, aka, Adult Probation (approved by CC on August 26, 2003 for the leasing of a building for the purposes/use as an "Adult Detention Facility"more commonly known as an "Adult Boot Camp") to correct the effective date from August 26, 2003 to September 1, 2003 and continuing through August 31, 2013 and;
B. Presentation for discussion, consideration and action for an "Amendment" (reviewed and approved as to form and substance by legal counsel) to the "Lease Agreement-C-03-285-08-26 to reflect a change from the current use of the building from an "Adult Detention Facility-Adult Boot Camp" to a new use/purpose as the "Hidalgo County Community Supervision And Corrections Department Substance Abuse Treatment Facility".

BACKGROUND

1. Please see original lease agreement.
2. Please see request letter from Hidalgo County Community Supervision And Corrections Department Director-Joe Lopez.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-020-8-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 07/31/08 $10,000.00

Attachments

Link: Original Lease Agreement
Link: Request Letter From Director
Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 02:20 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 03:38 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/31/2008 04:31 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 02:56 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 03:06 PM	APRV

Form Started By: Vangie Garcia Started On: 07/31/2008 01:52 PM

Final Approval Date: 08/01/2008

LEASE AGREEMENT
C-03-285-08-26

This Lease Agreement is made and entered into this **26th** day of **August, 2003**, at Hidalgo County, Texas, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter called "Lessor", and the **HIDALGO COUNTY ADULT PROBATION DEPARTMENT**, a governmental entity duly organized and authorized by the laws of the State of Texas, hereinafter called "Lessee".

ARTICLE ONE

Demised, Description, Use and Term of Lease

Lessor hereby leases to Lessee certain property, hereinafter called "Leased Premises", situated in Hidalgo County Texas, and more particularly described on Exhibit "A" attached hereto.

The described property is to be used for an adult detention facility, more commonly known as an adult "boot camp", hereinafter referred to as the "Facility". This lease shall be for the period of ten (10) years beginning on **August 26, 2003** and continuing through **August 26, 2013**, unless earlier terminated as herein provided.

Title to and ownership of all furniture, equipment, and vehicles purchased with funds from the State of Texas and used in furtherance of the administration of programs and operation of the Facility as contemplated in this Agreement shall remain with the State of Texas.

ARTICLE TWO

Rent

In consideration for the use and occupancy of, and as rental for the Leased Premises, Lessee promises and agrees to pay, rent of an amount equal to $4,500.00 per month beginning on the first

day of occupancy of said Leased Premises, with the first month to be prorated accordingly, and with the full rental amount to be paid on the first day of each and every moth thereafter for the duration of this Lease Agreement.

Notwithstanding the provisions contained in Article 3 and Article 4 of this Lease Agreement, in consideration for the upkeep and repairs fo the leased Premises, the Lessee agrees to pay a maintenance fee in an amount equal to $500.00 per month beginning on the first day of occupancy of said Leased Premises, with the first month to be prorated accordingly, and with the full maintenance fee amount to be paid on the first day of each and every month thereafter for the duration of the Lease Agreement

If there is a change in applicable court orders or decrees, federal or state laws or regulations, building or fire safety codes and regulations, or sanitary and health codes governing the Facility on the Leased Premises, each party agrees to cooperate with the other in its efforts to modify the facility in order to comply with applicable standards. If such modifications or changes increase the costs to Hidalgo County to maintain and repair the Facility, Lessor and Lessee shall negotiate in good faith an adjustment to the maintenance fee amount.

All rental and maintenance fees shall be payable to Lessor at the following address:

Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

or at such other address as Lessor may hereafter designate in writing.

ARTICLE THREE

Lessor Repairs

Lessor shall, at its own expense, be obligated to maintain the roof, the foundation, all outside

utilities and the structural soundness or the buildings in good repair and condition, except for reasonable wear and tear. Lessor further agrees to repair and/or replace components of the buildings (i.e., heating, cooling, plumbing, electrical, etc.) That may be damaged due to any failure of any structural defect. Lessor or its designated employees, agents, vendors and/or contractors may, during the term of this Lease, at reasonable times be granted entry to the Leased Premises for the purposes of performing maintenance or making repairs.

ARTICLE FOUR

Lessee Repairs

Lessee agrees to maintain the integrity of the electrical, heating, ventilating, air conditioning and plumbing systems and to repair any failures or defects in these systems. Lessee shall also maintain all interior walls and ceilings of the buildings and also all interior windows, window glass, doors, electrical fixtures, and plumbing fixtures in good repair and condition. Lessee shall paint all interior walls as required. Lessee shall furnish and regularly replace furnace filters consistent with heating/air conditioning systems manufacturer specifications.

Lessee shall also perform usual janitorial and maintenance service, including sweeping and waxing of floors, vacuuming, trash collection and disposal, the cleaning of windows and the dusting of fixtures. Lessee shall maintain all grounds including, but not limited to, mowing, trimming, and watering of plants and lawn as to maintain a presentable appearance to the grounds.

Lessee shall make all repairs and/or replacements required by Lessor. Lessor may make inspections of the leased Premises for purposes of determining the need for repairs and/or the adequacy and/or timeliness of Lessee's repairs and maintenance of the Leased Premises.

ARTICLE FIVE

Alterations

Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the Leased Premises without prior written consent of Lessor. Any alterations made shall be at the expense of Lessee.

ARTICLE SIX

Utilities

Lessee shall be responsible for payment of all utilities furnished the Leased Premises for the term of this Lease, including, but not limited to, electricity, gas, water, sewer and telephone services.

ARTICLE SEVEN

Assignment or Sublease

Lessee agrees not to assign or sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's contractors, agents, employees and residents, to occupy the leased Premises or any part thereof, without first obtaining the Lessor's prior written consent.

ARTICLE EIGHT

Insurance

Lessor agrees that from the time it acquires title to the Leased Premises and for the entire term of this Lease, it shall maintain a policy or policies of insurance issued by and binding upon the insurance company or companies insuring the Leased Premises including the building(s) thereon against all risk or direct physical loss in an amount equal to their full replacement cost as of the date of the loss and such insurance shall be solely payable to Lessor.

Lessee shall be responsible for its own insurance of any improvements it makes to the Lease Premises or personal property of Lessee placed upon the Leased Premises.

ARTICLE NINE

Partial or Total Destruction of Leased Premises

In the event the buildings situated on and comprising the Facility (the "Buildings") should be totally destroyed by fire, tornado, or other casualty or in the event the Buildings should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damages, the Lessee may at its option terminate the Lease, in which event the rent shall be abated during the unexpired portion of this Lease effective with the date of such damage. In the event the Buildings should be damaged by fire, tornado, or other casualty, but only to the extent that rebuilding or repairs can be completed within one hundred eighty (180) days after the date of such damage, or if the damage should be more serious but Lessee does not elect to terminate this Lease, Lessor shall with sixty (60) days after the date of such damage commence to rebuild or repair the Buildings and shall proceed with reasonable diligence to restore the Buildings to substantially the same condition in which they were immediately prior to the happening of the casualty. In the event that the Buildings are totally untenable, the Lessor shall abate the rent during the term the Buildings are unfit for occupancy. If the Buildings are not totally untenable the Lessor shall allow the Lessee a fair diminution of rent during the time the Buildings are partially unfit for occupancy.

ARTICLE TEN

Liability of Lessor and Lessee

During all times that this Lease is in effect, the parties agree that Lessee is and shall be deemed to be an independent contractor and operator and not an agent or employee of lessor with

respect to its acts or omissions hereunder. For all the purposes hereunder lessee is and shall be deemed an independent contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties hereto.

Lessee agrees to indemnify and hold harmless Lessor and its Commissioners, officials, employees, agents and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from, based upon, or connected with intentional or negligent acts or omissions on the part of Lessee, its agents, representatives, employees, inmates, patrons, visitors, residents, contractors and subcontractors (if any), and/or sublessees, which may arise out of or result from Lessee's occupancy or use of the Facility and/or activities conducted in connection with or incidental to this Agreement. Lessee further agrees to provide Lessor the cost of defense and all costs incurred by Lessor in the defense of any claim or cause of action brought against Lessor or any of its affiliates arising out of or connected with the indemnity provisions of this Article and which claim or cause of action is the subject of any trial in any State or Federal court in which judgement is rendered against Lessee, or is settled pursuant to a written settlement agreement, the terms of which settlement agreement are approved by any officer of the Texas Department of Criminal justice. Such costs shall include but shall not be limited to attorneys fees, court costs and all other costs incurred by Lessor in defending itself against any such claims or causes of action. Lessee shall also indemnify Lessor against any and all mechanic's and materialmen's liens or ay other types of liens imposed upon the Leased Premises arising as a result of or connected with lessee's conduct or activity.

This indemnity provision extends to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages,

judgments, costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitutional claims, or otherwise. This indemnity provision shall apply wether the basis for the claim, suit, demand, and/or action may be attributable in whole or in part to the Lessee, or to any of its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessee, or to anyone directly or indirectly employed by any of them.

Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such claims asserted by or on behalf or Lessee or any of its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessee.

It is expressly understood and agreed that the Lessor shall not be liable or responsible for the negligence of lessee, its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessee. Lessee further agrees that it shall at all times implement and exercise reasonable safety precautions and procedures for the safety of its agents, representatives, inmates, patrons, residents, employees, visitors, contractors, and subcontractors (if any), and/or sublessees, and other persons, as well as for the protection of supplies and equipment and the property of Lessee or other persons.

Lessee further agrees to comply with all applicable provisions of Federal, State and municipal safety laws, regulations and ordinances.

ARTICLE ELEVEN

Access

Lessor may, during the term of this Lease, at reasonable times, enter the Leased Premises to view, inspect, and show to prospective purchasers.

ARTICLE TWELVE

Breach and Remedies

In addition to nonpayment of rent, or failure to perform any of the obligations as herein set forth, the following shall constitute a breach of this Lease, appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Code. If Lessee breaches this lease, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

(a) Lessor may re-enter the leased Premises immediately and remove all Lessee's personal property therefrom. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.

(b) After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the Lease.

(c) After re-entering, Lessor may relet the leased Premises or any part thereof, for any terms, without terminating the lease, at such rent and on such terms as he may choose.

(d) Lessee is liable to Lessor in addition to this other liability for breach of the Lease for all actual expenses of the reletting which Lessor may incur, in addition, lessee is liable to Lessor for the difference between the rent installments that are due for the same period under this Lease.

(e) Lessor, at his option, may apply the rent received from reletting the Leased Premises as follows:

(i) to reduce Lessee's indebtedness to lessor under the lease, not including indebtedness for rent;

(ii) to actual expenses for the reletting;

(iii) to rent due under this Lease;

(iv) to pay of further rent under this Lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment of lessee's indebtedness other than rent, or if rentals provided for herein, and during, any rent installment period under this Lease, Lessee agrees to pay Lessor the deficiency separately for each rent installment deficiency period, and before the end of that period, then Lessor may at any time after such reletting, terminate the lease for the breach because of which it re-entered and relet.

Lessor may receive from Lessee on terminating the lease for Lessee's breach all damages proximately resulting from the breach, including the cost of recovering the leased Premises, and the worth of the balance of this Lease over the reasonable rental value of the Leased Premises for the remainder of the Lease term, which sum shall be immediately due Lessor from Lessee.

ARTICLE THIRTEEN

Effect of Lessor's Waiver

Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installments or installments accepted.

ARTICLE FOURTEEN

Miscellaneous Provisions

Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

Legal Construction. In case any one of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

Appropriations and Funding. The obligations of the lessee are subject to the appropriations to the Community Justice Assistance Division (CJAD) of the Texas Department of Criminal Justice by the Legislature of the State of Texas, and the award by CJAD to Lessee of funds which may be used for the rent of Leased Premises.

Notice. Unless otherwise provided herein, any notice, tender, or delivery to given hereunder by either party or the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested at the addresses shown below and shall be

deemed received as of the day it was deposited in the United States Mail:

Lessee: Joe Lopez, Director - CSCD
918 E. Business Hwy 83
McAllen, TX 78501

Lessor: Ramon Garcia, County Judge
100 E. Cano, 2nd Floor Adm.Bldg.
Edinburg, Texas 78539

EXECUTED the day and year first written above

ATTEST:

Juan D. Salinas, III, County Clerk

LESSOR: COUNTY OF HIDALGO, TEXAS

By:
Name: Ramon Garcia
Title: County Judge

LESSEE:

By:
Name: Joe Lopez
Title: CSCD Director

APPROVED:

By:_____
Title: _____

Approved on Commissioners' Court August 26, 2003

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

b) **County Auditor's Report on Detention Facility Law Enforcement Center Project paid and pending payment request approval.**

NO ACTION taken on this item.

c) **Reports by Hidalgo County Sheriff's Department and Rey Vargas (V-A Architecture), consulting architect regarding on-site projects in connection with completion, turn-over, occupancy and transition into the New Adult Detention Facility and Law Enforcement Center including, but not limited to, structures (i.e. Shooting Range Facility, Jogging Track, Driver Training Track, Parking Lot(s) and Utility Extensions, under or anticipated construction on site and preliminary information and request for clarification and direction on the possible construction options for additional pod(s) with staffing and maintenance and operations analysis and impacts including the status of the old facility;**

NO ACTION taken on this item.

Commissioner Palacios joined the meeting. Commissioner Handy left the Courtroom.

4. **Requesting approval of qualifications, requirements and scope of services as attached hereto for "Step and Grade Consulting Firm-Hidalgo County" RFQ&P.**

5. **Discussion and action on County's options:**
   a) **Initiate term of services contract will be through implementation of a step & grade program: and**
   b) **to extend contract for a specified period of time to allow for the monitoring of the program by the Consultant.**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve item 20.A.4 & 5.a and b.

6. **Presentation of discussion with, and information obtained from, Texas Department of Health regarding air quality assessment/testing services;**

   Presentation made by Marty Salazar. NO ACTION taken on this item.

7. **Discussion, consideration and approval for authority to advertise for: "Air Quality Testing Services" for Hidalgo County; or in the alternative,**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to advertise for RFO's.

8. **Requesting authority to solicit a "Request for Offer" from a state awarded vendor/contractor for: "Air Quality Testing Services"**

   NO ACTION taken on this item.

9. **Requesting exemption from competitive requirements under Texas Local Gov. Code Section 262.024 (a)(7)(C) with Hidalgo County Community Supervision and Corrections Department, aka Adult Probation, a State Agency, for the lease of the Boot Camp Facility.**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval, subject to legal review.

10. **Presentation for discussion, consideration, acceptance and approval (if applicable) the final negotiated Interlocal Rental Agreement with Hidalgo County Community Supervision and Corrections Department for the boot camp, officially known as Hidalgo County Adult Detention.**

    On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

"Exhibit A"
No: _____

Date: August 21, 2003 Meeting Date Request: August 26, 2003
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Hidalgo County Purchasing Dept. for
Department: Hidalgo County Phone: (956) 318-2626 Fax: (956) 383-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L Salazar

Caption:

A. Requesting exemption from competitive requirements under Texas Local Gov. Code Section 262.024 (a)(7)(C) with Hidalgo County Community Supervision and Corrections Department, aka as Adult Probation, a State Agency, for the lease of the Boot Camp.

B. Presentation for discussion, consideration, acceptance and approval (if applicable) the final negotiated Interlocal Rental Lease Agreement with Hidalgo County Community Supervision and Corrections Department for the boot camp, officially known as Hidalgo County Adult Detention.

Background:
Term of Lease - 10 years
Budgetary Impact:

(Briefly summarize your request, if needed, use separate sheet(s) or attach supporting documentation)

Please initial for approval: Funds available: Acct. # 3-1297-423-00-320-008-441as per Joe Lopez, Director
Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____
Dept./Fund No._____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes: ____ No: _____
Account Code: _____ Impact on Future Budget: Yes: _____ No: _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

"Exhibit A"
No: _____

Date: August 21, 2003 Meeting Date Request: August 26, 2003
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Department: Hidalgo County Purchasing Dept. for Hidalgo County Phone: (956) 318-2626 Fax: (956) 383-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L Salazar

Caption:

A. Requesting exemption from competitive requirements under Texas Local Gov. Code Section 262.024 (a)(7)(C) with Hidalgo County Community Supervision and Corrections Department, aka as Adult Probation, a State Agency, for the lease of the Boot Camp.

B. Presentation for discussion, consideration, acceptance and approval (if applicable) the final negotiated Interlocal Rental Lease Agreement with Hidalgo County Community Supervision and Corrections Department for the boot camp, officially known as Hidalgo County Adult Detention.

Background:
Term of Lease - 10 years
Budgetary Impact:

(Briefly summarize your request, if needed, use separate sheet(s) or attach supporting documentation)

Please initial for approval: Funds available: Acct. # 3-1297-423-00-320-008-441as per Joe Lopez, Director
Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____
Dept./Fund No. _____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes: ___ No: ___
Account Code: _____ Impact on Future Budget: Yes: ___ No: ___

Comments:

RECEIVED OK RS 8/22/03
BUDGET OFFICE

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540
Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

July 2, 2008

Marty Salazar
Hidalgo County Purchasing Agent
Edinburg, Texas 78540

Dear Mrs. Salazar;

The "Hidalgo County Boot Camp" located at 1000 N. M. Road will become the "Hidalgo County Substance Abuse Treatment Facility". As of July 1, 2008, the building rent and the utilities are to be paid from the new grant. I am requesting for your office to make the change on the rental agreement, the electricity bills, and the phone bills. Our department will make the change on the water and the natural gas bills. Thank you for your assistance.

Respectfully,

Joe Lopez
Executive Director

cc: Mr. R Eufracio, County Auditor
Mr. Renan Ramirez, IT

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO
LEASE AGREEMENT
C-03-285-08-26

This AMENDMENT to the LEASE AGREEMENT between **COUNTY OF HIDALGO**, (the "Lessor") and **HIDALGO COUNTY ADULT PROBATION DEPARTMENT** (the "Lessee"), dated August 26, 2003, is made between the County Of Hidalgo and Hidalgo County Community Supervision And Corrections Department (Adult Probation), (the AAmendment"), as follows:

WHEREAS, County Of Hidalgo ("Lessor") and Hidalgo County Community Supervision And Corrections Department (Adult Probation) ("Lessee") entered into a lease agreement, August 26, 2003, in which the County Of Hidalgo ("Lessor") agreed to provide a location to Hidalgo County Adult Probation Department ("Lessee") to be used for an adult detention facility, more commonly known as an adult "boot camp" ("lessee") and;

WHEREAS, due to a request from the director of Hidalgo County Adult Probation Department ("Lessee")now desires to change its' use from an adult detention facility, more commonly known as an adult "boot camp" to become known as "Hidalgo County Substance Abuse Treatment Facility" and;

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by "Lessee" and "Lessor" and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Lease Agreement, "Lessee" and "Lessor" hereby agree to the following Amendment to the Contract:

1. Hidalgo County Adult Probation Department ("Lessee") will change its name to become known as "Hidalgo County Substance Abuse Treatment Facility".

2. The date of the lease is hereby amended to September 1, 2003.

3. Change request to be ratified to be effective with date of **July 1, 2008**, in order for the building rent to be paid from the new grant for such services.

Except as modified herein, all terms and conditions of the lease agreement, as amended, remain in full force and effect. "Lessee" and "Lessor" ratify and confirm the

terms and provisions of the lease agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year described within.

Approved as to Form:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

Date:_____

Approved by Commissioners Court On: **Tuesday, August 5, 2008**

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Hidalgo County Community Supervision And Corrections Department:

_____
Joe Lope, Director

Date:_____

AI-10397 **18.I.1.**

Mobile X-Ray Imaging Services
CC REGULAR

Date: 08/05/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Mobile X-Ray Imaging Services as requested by Chief Probation Officer-Israel "Buddy" Silva.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source. $38,000 available as of 08/01/08.

Attachments

Link: Specifications
Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 12:56 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 12:57 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/31/2008 01:13 PM	APRV
4	Rey Salazar	Rey Salazar	08/01/2008 08:00 AM	APRV
5	Auditor's Office	Linda Fong	08/01/2008 12:17 PM	APRV
6	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Vangie Garcia Started On: 07/30/2008 04:52 PM

Final Approval Date: 08/01/2008

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"MOBILE X-RAY SERVICES"

PROJECT OVERVIEW- SCOPE OF SERVICES- SPECIFICATIONS

Scope of services for **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER** in detail on an "As Needed Basis" for Juveniles X-Rays render, provide and complete in order to comply with all aspects of "Mobile X-Ray Services" project.

SPECIFICATIONS

1. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County/Judge Mario E. Ramirez Jr. Juvenile Justice Center.

2. Hidalgo County has the option to use state contracts when it is in the County's best interest to do so.

3. Time is of the essence, the Vendor/Contractor must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

4. Due to security concern associated with a correctional facility, background checks on employees of vendors who enter secure areas of the detention facility may be required. We require service and turn around on a 24-hour basis.

5. A list of a minum of three (3) current references must be submitted with your bid for information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Worked Preformed
   E). Contract Term

6. All services will be done on an "**As Needed Basis**".

5. The following are examples of our most common type of X-Ray, X-Ray Development and X-Ray Reading and Report to facility Services needed, but not limited to:

1.	Chest	4.	Fingers	7.	Shoulders
2.	Hands	5.	Arms	8.	Knees
3.	Wrists	6.	Back	9.	Ankles
10.	Feet				

6. Contract term is for the period of one (1) year with the County's sole discretion to extend for two (2) additional one-year terms under the same rates, terms and conditions.

7. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.

8. The contracted vendor awarded the contract must furnish proof of possessing any/all necessary and applicable licenses, certificates, and permits and as stated in Specification and also provide evidence of the required insurance as outlines in Exhibit "C". When applicable, a properly signed/executed "Certification regarding Debarment, Suspension and other Responsible Matters" outlined herein as "Exhibit D" will also be submitted with the bid, Copies of all applicable licenses, certificates, and permits along with Exhibit C insurance coverage's and Exhibit "D" debarment certification form must be submitted with this packet to the Hidalgo County Purchasing Department prior to the start of the "Mobile X-ray" project.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, offers or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent at physical address of: 2802 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **Wednesday, date**, **5:00 P.M.** Responses to said inquiries will be sent to all applications Via facsimile by no later than, **Friday, date P.M.**.

REQUIREMENTS AGREEMENT
C-

THIS AGREEMENT (the "Agreement") is entered into effective as of _____by and between _____**,** ("Seller") and **Judge Mario E. Ramirez Jr. Juvenile Justice Center** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of – **Judge Mario E. Ramirez Jr. Juvenile Justice Center – "Mobile X-Ray Services"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") **"On An As Needed Basis"** for a period commencing _____ to _____ with the **Judge Mario E. Ramirez Jr. Juvenile Justice Center**'s option to renew for an additional **two (2) one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mobile X-Ray Services"** in the areas of **Judge Mario E. Ramirez Jr. Juvenile Justice Center** projects **"On An As Needed Basis"** for a period commencing _____ to _____ with the County's option to renew for an additional **two (2)-one (1) year** terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Seller: _____

_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and
all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts

described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ DATE:_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ DATE:_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ DATE:_____

EXHIBIT “A”
SPECIFICATIONS

EXHIBIT “B”
VENDOR’S BID PRICE

EXHIBIT "C"
INSURANCE REQUIREMENTS

AI-10387 **18.J.1.**

Emergency Roof Repair to County Clerks Warehouse
CC REGULAR

Date: 08/05/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval to seek proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or interlocals to include, but not limited to, the provision of labor and materials and any other accessories for the " Emergency Roof Repairs to County Clerks Records Warehouse" located at 317 N. Closner, Edinburg, Tx; and/or,
B. Authorization to request proposals from State and/or Cooperative or Interlocal Purchasing Programs awarded roofing contractors for roof repairs to the County Clerks Records Warehouse located at 317 N. Closner, Edinburg, Tx; and/or,
C. Requesting authority to advertise sealed bids for " Emergency Repairs to County Clerks Warehouse located at 317 N. Closner Edinburg, TX.

BACKGROUND

As per County Clerks office building has severe leaks in certain areas and has caused damage to approximately 100 boxes of important documentation. Repairs to proposed roof will eliminate further damage.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-002-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per County Clerks office funds are available for proposed project.

Available Balance as of 8-1-08 $1,162.172.77.

Attachments

Link: 08-313

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 12:53 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 12:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/01/2008 07:19 AM	APRV

4	Auditor's Office	Linda Fong	08/01/2008 01:17 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Oscar Garza

Started On: 07/30/2008 04:12 PM

Final Approval Date: 08/01/2008

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Martha Salazar, Agent - Purchasing Dept.

Oscar Garza, Buyer – Purchasing Dept.

From: Daniel Flores, Director - Buildings & Grounds Dept.

Date: July 30, 2008

Re: Clerk Warehouse Roof Renovations

This memo is in reference to placing the roof renovation project on the agenda to solicit proposals from a Job Order Contractor/State Awarded Construction Contractor due to the condition of the existing roof. Two proposals will be requested from such contractor, #1 will be a TPO membrane roofing system with a manufacturer's warranty of 10 to 15 years. #2 will be a Premiumcoat roofing system with a manufacturer's warranty of 10 to 15 years. Specs will be submitted to the contractor during the site visit to better explain the needs of the County facility. County Clerk personnel will submit the account number used for this project to expedite this job. Attached is the documentation provided by the County Clerk's office and Buildings & Grounds personnel. Thank-you!

Please call me if any questions arise regarding this matter at ext. 4355.

Cc: Javier Carreon, Project Manager – Buildings & Grounds Dept.

Valde Guerra, Executive Officer – Commissioner's Court

Arturo Guajardo, Jr., Clerk – Hidalgo County

Annette Muniz, Deputy Clerk – Hidalgo County

Armando Perez, Jr., Records Manager – County Clerk

Roy Quintanilha, Director - Safety

Daniel Flores
Director

Buildings & Grounds
For the County of Hidalgo

08-1351

Work Order

RECEIVED
JUL 28 2008
BUILDING & GROUNDS

*** Fax Back to: Nelda F. Rios ~ 318-2648 ***

Request Info: Date of Request: 7/28/08 Time of Request: 1200
Department Requesting: County Clerks (Roberts warehouse)
Department Contact: Noe Lopez JR Phone #: 318-2100

Job Site Address: Robert Warehouse 317 N. Closner, Edinburg TX.

Description of Work Requested: Want Roof immediate replacement Due to Damage. Caused by water 100 Boxes of Documents

To be filled out by Requesting Department

Payment of Request: *(If paid by the requesting department a signature from the department head is required)*
Purchase Order #: _____ Available in PO#: _____
Account #: _-____-___-__-___-___-_-___ Avail. in Acc#: _____

Work Order Info:
Job Assigned to: _____ Work Order #: 08-1351

Estimated:
Start Date: _____ End Date: _____ Day(s): _____
Estimated Labor Cost: _____
Estimated Material Cost: _____ Estimated Total Cost: _____

To be filled out by B&G Mgmt.

Actual Labor: Start Date: End Date: Day(s):

Employee #	Employee	Job Description	Hours
Totals			

Actual Material Cost:

Quantity	Material Description	Unit Cost	Actual
		Actual Material Cost	

To be filled out by actual employee(s) performing work.

Completed By: _____
Date: _____

Daniel Flores

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Tuesday, July 29, 2008 1:49 PM
To: Oscar Garza; Darlene Betancourt
Cc: chris.trevino@co.hidalgo.tx.us; Valde; ramon.vela@co.hidalgo.tx.us
Subject: Roof replacement at Roberts Building

The County Clerk has requested immediate replacement of roof due to water damage of 100 boxes of documents at the Roberts warehouse.

RECEIVED
JUL 28 2008
BUILDING & GROUNDS
08-1351

Memorandum

To: Hidalgo County Buildings and Grounds Department
Attn: Daniel Flores

From: Noe Lopez Jr.
Hidalgo County Clerks Office

Date: 28 July 2008

Re: Emergency Roof Replacement

Due to multiple attempts at repairing the leaks on the roof of the Document Storage Building (317 N. Closner, Edinburg, TX), we are requesting immediate replacement of the roof. We are making the request as per conversation with Javier Carreon.

Thank You,

Noe Lopez Jr.
Office Manger
Hidalgo County Clerks Office

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Daniel Flores, Director – Buildings & Grounds Dept.

From: Javier Carreon, General Foreman - Buildings & Grounds Dept.

Date: May 15, 2008

Re: Clerk Warehouse Roof Renovations

This memo is in reference to the request from the County Clerk staff housed at the County Clerk Warehouse in due to the roof leaks that have been occurring during these past few days. Herrera and Hunt Co. was only scoped to renovate the interior portion of the building and patch a small section of the roof. Water seepage is coming from the abandoned area of the building and therefore is traveling to the slope areas of the remodeled area. B&G crews have been dispatched to patch the two roof leaks but for future precautionary we need to start mobilizing to have the roof redone with existing materials or TPO membrane system. Thank-you!

Please call me if any questions arise regarding this matter at 965-207-9257 or ext. 4358.

Cc: Gabriel H. Garza, Assistant Project Manager – Buildings & Grounds Dept.

Noe Cavazos, Economic Development Specialist – Budget& Management Dept.

Daniel Flores
Director

Buildings & Grounds
For the County of Hidalgo

Work Order
*** Fax Back to: Nelda F. Rios ~ 318-2648 ***

Request Info: **Date of Request:** 7/7/2008 **Time of Request:** 12:15 pm
Department Requesting: County Clerks Office
Department Contact: Armando Perez Jr. **Phone #:** 956-318-2100

Job Site Address: At the Old Roberts Chevrolet Building. 317 N. Closner Edinburg, TX 78543

Description of Work Requested: Need the ROOF at the Old Roberts Chevrolet Building fixed ASAP. We have 8 leaks in the warehouse that if not fixed will damage very important county records.

To be filled out by Requesting Department

Payment of Request: *(If paid by the requesting department a signature from the department head is required)*
Purchase Order #: Authorization #:
Account #: Amount:

Work Order Info: Work Order #:
Job Assigned to:

Estimated:
Start Date: End Date: Day(s):
Estimated Labor Cost:
Estimated Material Cost: Estimated Total Cost:

To be filled out by B&G Maint.

Actual Labor: Start Date: End Date: Day(s):

Employee #	Employee	Job Description	Hours
Totals:			

Actual Material Cost:

Quantity	Material Description	Unit Cost	Actual
		Actual Material Cost:	

To be filled out by individual employee(s) performing work.

Completed by:
Date:

AI-10398 **18.J.2.**

Computer Equipment
CC REGULAR

Date: 08/05/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource for County Clerk Office with Dell Marketing DIR-SDD-192 requisition #136574 for the amount of $7,244.93.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-001-0-745
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #136574 is $7,244.93 for Dell Marketing L.P. as of 7-31-08.

Attachments

Link: Computer Equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/31/2008 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 02:17 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/31/2008 02:45 PM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 05:06 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Matilde Faz Started On: 07/30/2008 04:52 PM

Final Approval Date: 08/01/2008

Requisition

Req # 00136574

PO #

Date: 07/28/08

Regular # 10398 8/5/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **LIL HERNANDEZ**
956-318-2100

Contract No: **9913578**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CUSTOMER AGREEMENT#DIR-SDD-192 CONTRACT#9913578		
		DO NOT DUPLICATE ORDER		
7		OPTIPLEX 755 ULTRA SMALL FORM FACTOR,CORE 2 DUO E6550/2.33GHz,4M,VT,1333FSB DELL 17 INCH ULTRASHARP 1708FPFLAT PLANEL AND ALL IN ONE STAND QUOTE# 441659844 CONTRACT# 9913578 DIR-SDD-192	1,034.99	7,244.93
		Account No	Encumbrance	
		8-1100-415-40-180-001-0-745	7,244.93	
			Freight	.00
			Total	7,244.93
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

DELL

QUOTATION

QUOTE #: 441659844
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/28/08
Customer Name: HIDALGO COUNTY

Date: 7/28/08 3:45:30 PM

TOTAL QUOTE AMOUNT:	$7,244.93		
Product Subtotal:	**$7,244.93**		
Tax:	**$0.00**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	QUANTITY: 7	SYSTEM PRICE: $1,034.99	GROUP TOTAL: $7,244.93
Base Unit:	OptiPlex 755 Ultra Small Form Factor,Core 2 Duo E6550/2.33GHz,4M,VT,1333FSB (223-0637)		
Processor:	NTFS File System,Factory Install (420-3699)		
Memory:	1.0GB,Non-ECC,667MHz DDR2 1x1GB,OptiPlex 755 (311-7347)		
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)		
Monitor:	Dell 17 Inch UltraSharp 1708FPFlat Panel and All in One Stand,OptiPlex 755 Ultra SmallForm Factor (320-5745)		
Video Card:	Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 755 (341-5472)		
Floppy Disk Drive:	No Floppy Drive, Dell OptiPlex745 and 755 Ultra Small Form Factor (341-3912)		
Operating System:	Windows XP PRO SP2 with Windows Vista Business LicenseDell OptiPlex,English,Factory Install (420-6972)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (310-9627)		
TBU:	vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491)		
CD-ROM or DVD-ROM Drive:	24X CD-ROM,EIDE,D-Module,Dell OptiPlex 755 Ultra Small Form Factor (313-5403)		
Speakers:	No Speaker, OptiPlex (313-4825)		
Documentation Diskette:	Resource DVD contains Diagnostics and Drivers for Vista Dell OptiPlex (310-8762)		
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)		
Bundled Software:	You have chosen a vPro System (310-9490)		
Factory Installed Software:	Energy Smart,Energy Star,EIST for OptiPlex (if applicable) (310-9504)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (985-5930)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-0482)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-31 (989-3449)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (310-9333)		

Misc:	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)
	Vista Basic Downgrade Relationship Desktop (310-9162)
	Keep Your Hard Drive, 3 Year (984-0092)

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

AI-10363 **18.K.1.**

Appraiser and/or Surveyor Services for Statutory Requirements for Acquisitions/Dispositions or Others

CC REGULAR

Date: 08/05/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

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Information

CAPTION

A. Nomination of at least three (3) firms from the County's approved "pools" of appraisers and surveyors for scoring/grading/evaluation for the purposes of ranking by Commissioners Court to engage the services required to meet statutory compliance in connection with anticipated/contemplated acquisitions of land/property, disposition of county-owned land/property or other circumstances/situations on an "as needed basis" per project/precinct:

Appraisers (5 or 6 firms in "pool")	Surveyors (9 firms in "pool")
1. _____;	1. _____;
2. _____;	2. _____;
3. _____;	3. _____ ;
4. _____;	4. _____;
5. _____;	5. _____;
6. _____;	

B. After ranking and negotiation process, direction and approval of determining factors (i.e. number of properties, negotiated amount, other factor(s) on final form of engagement to proceed to render services:

1. Contract/engagement document with subsequent purchase order;
2. Purchase Orders only;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding would need to be identified on a per project basis.

Attachments

Link: Appraisers

Link: Surveyors

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2008 01:35 PM	APRV
2	Budget & Management	Veronica Lopez	07/30/2008 02:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/30/2008 04:15 PM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 12:15 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Nielda Cavazos Started On: 07/30/2008 10:01 AM

Final Approval Date: 08/01/2008

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County	**DESCRIPTION OF RFQ:** Real Estate Appraisers and Surveyors
RFQ ACCEPTANCE DATE: January 16, 2008	**RFQ ACCEPTANCE TIME:** 9:30 a.m.
RFQ NO: 08-004-001-06-OTM	**Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		APPRAISERS
#01	**HLH Appraisal Service** **Harvey L. Heerseen** **6107 Aberton Forest Drive** **Houston, Texas 77084** **Ph#(281) 855-7763 office** **Cell (281) 799-5652** **heerseen@sbcglobal.net**	√
#02	**Robinson, Duffy & Barnard, LLP.** **Bryan S. Duffy, MAI** **1906 East Tyler Avenue, Suite C** **Harlingen, Texas 78550** **Ph#(956)428-4480** **Fax#(956)428-4154** **bduffy@rdbllp.com**	√
#03	**Leonel Garza, Jr. & Associates, LLC.** **Leonel Garza, III, Owner** **1419 Dove, Suite 1** **McAllen, Tx 78504** **Ph.# (956) 687-7295** **Fax.# (956) 687-9236** **leonel3@aol.com**	√
#04	**Aguirre and Patterson, Inc.** **Joe Patterson, President** **3315 N. McColl Road** **McAllen, Texas 78501** **Ph#(956)686-4532** **Fax#(956) 686-6011** **patterson@bixrgv.rr.com**	√
#05	**Professional Appraisal Service, Inc.** **John H. Malcolm, Jr. - President** **PO Box 3722** **McAllen, Tx 78502** **Ph.# (956) 687-9535 Fax.# (956) 687-9539** **jmalcom@proappraisal.com**	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS SURVEYORS
#01	**Rio Delta Surveying** **Jose Mario Gonzalez, Land Surveyor - President** **8207 Mateo Escobar** **Monte Alto, Tx 78538** **Ph.# (956) 380-5154** **Fax.# (956) 380-5156** **jmgonzalezrpls@msn.com**	√
#02	**J E Saenz & Associates, Inc.** **Jose E. Saenz, President** **211 E. Wisconsin** **Edinburg, Tx 78539** **Ph.# (956) 383-2984** **Fax.# (956) 383-3736** **jacalifa@jesaenz.com**	√
#03	**Millennium Engineers Group, Inc.** **Raul Palma, President** **705 Dawson Drive** **Edinburg, Tx 78540-4569** **Ph.# (956) 383-8522** **Fax.# (956) 383-0295** **meg@meengineers.com**	√
#04	**R. Gutierrez Engineering Corp.** **Ramiro Gutierrez, P.E. President** **130 E. Park** **Pharr Tx 78577** **Ph.# 782-2557** **Fax#(956)782-2558** **office@rgutierrezengineering.com**	√
#05	**Rodriguez Engineering** **Leo L. Rodriguez, Jr** **5602 E. Iowa Rd. (PO Box 1830)** **Edinburg, Texas 78540** **Ph#(956)491-1013** **Fax#(956)380-2775** **ATM1963@HOTMAIL.COM**	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County	**DESCRIPTION OF RFQ:** Real Estate Appraisers and Surveyors
RFQ ACCEPTANCE DATE: January 16, 2008	**RFQ ACCEPTANCE TIME:** 9:30 a.m.
RFQ NO: 08-004-01-16-OTM	**Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		SURVEYORS
#06	**Dos Land Surveying** **Eric Ybarra, President** **2811 E. Mile 9.5** **Donna, Texas 78537** **Ph#(956)246-0064** **Fax#(956)797-4630** **Dlsurveying@gmail.com**	√
#07	**Quintanilla, Headley & Associates** **Alfonso Quintanilla, President** **124 E. Stubbs St.,** **Edinburg, Tx 78539** **Ph.# (956) 381-6480** **Fax.# (956) 381-0527** **quintanillaheadley@sbcglobal.net**	√
#08	**Hinojosa Engineering, Inc** **Wilfredo Ricardo Hinojosa, Pres** **108 W. 18th Street** **Mission, Texas 78572** **Ph#(956) 581-0143** **Fax#(956)581-2074** **hinojosaenginc@aol.com**	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

RFQ ACCEPTANCE DATE: MARCH 05, 2008 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: EXPANSION Real Estate Surveyors

RFQ NO: 2008-076A-03-05-otm

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM
#01	CVQ LAND SURVEYORS LLC 517 BEAUMONT MCALLEN TX 78501	√	N/A
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

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		SURVEYORS
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#04	**R. Gutierrez Engineering Corp.** **Ramiro Gutierrez, P.E. President** **130 E. Park** **Pharr Tx 78577** **Ph.# 782-2557** **Fax#(956)782-2558** **office@rgutierrezengineering.com**	√
#05	**Rodriguez Engineering** **Leo L. Rodriguez, Jr** **5602 E. Iowa Rd. (PO Box 1830)** **Edinburg, Texas 78540** **Ph#(956)491-1013** **Fax#(956)380-2775** **ATM1963@HOTMAIL.COM**	√

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-01-16-OTM **Effective Period:** February 8, 2008 through February 8, 2009

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#07	**Quintanilla, Headley & Associates** **Alfonso Quintanilla, President** **124 E. Stubbs St.,** **Edinburg, Tx 78539** **Ph.# (956) 381-6480** **Fax.# (956) 381-0527** **quintanillaheadley@sbcglobal.net**	√
#08	**Hinojosa Engineering, Inc** **Wilfredo Ricardo Hinojosa, Pres** **108 W. 18th Street** **Mission, Texas 78572** **Ph#(956) 581-0143** **Fax#(956)581-2074** **hinojosaenginc@aol.com**	√

AI-10366 **18.K.2.**

Consulting Services for Improvements and Constrution of County Morgue or Autopsy Facility
CC REGULAR

Date: 08/05/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

A. Pursuant to a request from Hidalgo County Precinct No.1, presentation for discussion, consideration, and approval to proceed to score, grade and evaluate the "pool of state and federal consultants" for the purposes of ranking by CC so as to negotiate and engage a consulting firm for the development of grants and proposals at the federal level for site improvements and construction of a County of Hidalgo Morgue; if applicable,
B. Discussion, consideration and action to establish and maintain the office of medical examiner pursuant to Article 49.25 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding would need to be identified for the consulting services if contract is not negotiated on a contingency basis. If grants or such funding do not result in awards and/or short falls would require identification of budget sources.

Possible funding source(s) is G/F.

Attachments

Link: 10366

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2008 04:35 PM	APRV
2	Budget & Management	Veronica Lopez	07/31/2008 07:45 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/31/2008 09:37 AM	APRV
4	Auditor's Office	Linda Fong	08/01/2008 12:17 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Nielda Cavazos Started On: 07/30/2008 10:15 AM

Final Approval Date: 08/01/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 THROUGH JUNE 16, 2009

DEPARTMENT NAME: HIDALGO COUNTY

Proposal Acceptance Date: MAY 21, 2008	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL/QUALIFICATION: Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources

PROPOSAL/QUALIFICATIONS NO: 2008-103-05-21-VYG

RFP #	NAME OF COMPANY
#01	DOS LOGISTICS, INC.
#02	VAZALDUA & ASSOCIATES
#03	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP
#04	HOLLIS, RUTHEDGE AND ASSOCIATES
#05	
#06	
#07	
#08	
#09	
#10	

(d) Except as provided by Subsection (e), the office of the attorney general shall make a report submitted under Subsection (a)(2) available to any interested person who submits a written request for access to the report.

(e) The office of the attorney general may deny a person access to a report or a portion of a report filed under Subsection (a)(2) if the office determines that the report or a portion of the report is:

(1) privileged from discovery; or

(2) exempt from required public disclosure under Chapter 552, Government Code.

(f) This article does not relieve a superintendent or general manager of an institution of the duty of making any other notification or report of an individual's death as required by law.

(g) For the purposes of this article, the definition of "institution" excludes hospitals.

Added by Acts 2003, 78th Leg., ch. 894, Sec. 2, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 392, Sec. 1, eff. June 17, 2005.

SUBCHAPTER B. DUTIES PERFORMED BY MEDICAL[0] EXAMINERS[0]

Art. 49.25. MEDICAL[0] EXAMINERS[0].

Office authorized

Sec. 1. Subject to the provisions of this Act, the Commissioners Court of any county having a population of more than one million and not having a reputable medical[0] school as defined in Articles 4501 and 4503, Revised Civil Statutes of Texas, shall establish and maintain the office of medical[0] examiner[0], and the Commissioners Court of any county may establish and provide for the maintenance of the office of medical[0] examiner[0]. Population shall be according to the last preceding federal census[0].

Multi-county District; Joint Office

Sec. 1-a. (a) The commissioners courts of two or more counties may enter into an agreement to create a medical[0] examiners[0] district and to jointly operate and maintain the office of medical[0] examiner[0] of the district. The district must include the entire area of all counties involved. The counties within the district must, when taken together, form a continuous area.

(b) There may be only one medical[0] examiner[0] in a medical[0] examiners[0] district, although he may employ, within the district, necessary staff personnel. When a county becomes a part of a

medical[0] examiners[0] district, the effect is the same within the county as if the office of medical[0] examiner[0] had been established in that county alone. The district medical[0] examiner[0] has all the powers and duties within the district that a medical[0] examiner[0] who serves in a single county has within that county.

(c) The commissioners court of any county which has become a part of a medical[0] examiners[0] district may withdraw the county from the district, but twelve months' notice of withdrawal must be given to the commissioners courts of all other counties in the district.

Appointments and Qualifications

Sec. 2. The commissioners court shall appoint the medical[0] examiner[0], who shall serve at the pleasure of the commissioners court. No person shall be appointed medical[0] examiner[0] unless he is a physician licensed by the State Board of Medical[0] Examiners[0]. To the greatest extent possible, the medical[0] examiner[0] shall be appointed from persons having training and experience in pathology, toxicology, histology and other medico-legal sciences. The medical[0] examiner[0] shall devote so much of his time and energy as is necessary in the performance of the duties conferred by this Article.

Assistants

Sec. 3. The medical[0] examiner[0] may, subject to the approval of the commissioners court, employ such deputy examiners[0], scientific experts, trained technicians, officers and employees as may be necessary to the proper performance of the duties imposed by this Article upon the medical[0] examiner[0].

Salaries

Sec. 4. The commissioners court shall establish and pay the salaries and compensations of the medical[0] examiner[0] and his staff.

Offices

Sec. 5. The commissioners court shall provide the medical[0] examiner[0] and his staff with adequate office space and shall provide laboratory facilities or make arrangements for the use of existing laboratory facilities in the county, if so requested by the medical[0] examiner[0].

Death investigations

Sec. 6. (a) Any medical[0] examiner[0], or his duly authorized deputy, shall be authorized, and it shall be his duty, to hold inquests with or without a jury within his county, in the following cases:

1. When a person shall die within twenty-four hours after

admission to a hospital or institution or in prison or in jail;

2. When any person is killed; or from any cause dies an unnatural death, except under sentence of the law; or dies in the absence of one or more good witnesses;

3. When the body or a body part of a person is found, the cause or circumstances of death are unknown, and:

(A) the person is identified; or

(B) the person is unidentified;

4. When the circumstances of the death of any person are such as to lead to suspicion that he came to his death by unlawful means;

5. When any person commits suicide, or the circumstances of his death are such as to lead to suspicion that he committed suicide;

6. When a person dies without having been attended by a duly licensed and practicing physician, and the local health officer or registrar required to report the cause of death under Section 193.005, Health and Safety Code, does not know the cause of death. When the local health officer or registrar of vital statistics whose duty it is to certify the cause of death does not know the cause of death, he shall so notify the medical[0] examiner[0] of the county in which the death occurred and request an inquest;

7. When the person is a child who is younger than six years of age and the death is reported under Chapter 264, Family Code; and

8. When a person dies who has been attended immediately preceding his death by a duly licensed and practicing physician or physicians, and such physician or physicians are not certain as to the cause of death and are unable to certify with certainty the cause of death as required by Section 193.004, Health and Safety Code. In case of such uncertainty the attending physician or physicians, or the superintendent or general manager of the hospital or institution in which the deceased shall have died, shall so report to the medical[0] examiner[0] of the county in which the death occurred, and request an inquest.

(b) The inquests authorized and required by this Article shall be held by the medical[0] examiner[0] of the county in which the death occurred.

(c) In making such investigations and holding such inquests, the medical[0] examiner[0] or an authorized deputy may administer oaths and take affidavits. In the absence of next of kin or legal representatives of the deceased, the medical[0] examiner[0] or authorized deputy shall take charge of the body and all property found with it.

Organ Transplant Donors; Notice; Inquests

Sec. 6a. (a) When death occurs to an individual designated a prospective organ donor for transplantation by a licensed physician under circumstances requiring the medical[0] examiner[0] of the county in which death occurred, or the medical[0] examiner's[0] authorized deputy, to hold an inquest, the medical[0] examiner[0], or a member of his staff will be so notified by the administrative head of the facility in

which the transplantation is to be performed.

(b) When notified pursuant to Subsection (a) of this Section, the medical[0] examiner[0] or the medical[0] examiner's[0] deputy shall per an inquest on the deceased prospective organ donor.

Reports of Death

Sec. 7. (a) Any police officer, superintendent or general manager of an institution, physician, or private citizen who shall become aware of a death under any of the circumstances set out in Section 6(a) of this Article, shall immediately report such death to the office of the medical[0] examiner[0] or to the city or county police departments; any such report to a city or county police department shall be immediately transmitted to the office of the medical[0] examiner[0].

(b) A person investigating a death described by Subdivision 3(B) of Section 6(a) shall report the death to the missing children and missing persons information clearinghouse of the Department of Public Safety and the national crime information center not later than the 10th working day after the date the investigation began.

(c) A superintendent or general manager of an institution who reports a death under Subsection (a) must comply with the notice and reporting requirements of Article 49.24. The office of the attorney general has the same powers and duties provided the office under that article regarding the dissemination and investigation of the report.

Removal of Bodies

Sec. 8. When any death under circumstances set out in Section 6 shall have occurred, the body shall not be disturbed or removed from the position in which it is found by any person without authorization from the medical[0] examiner[0] or authorized deputy, except for the purpose of preserving such body from loss or destruction or maintaining the flow of traffic on a highway, railroad or airport.

Autopsy

Sec. 9. (a) If the cause of death shall be determined beyond a reasonable doubt as a result of the investigation, the medical[0] examiner[0] shall file a report thereof setting forth specifically the cause of death with the district attorney or criminal district attorney, or in a county in which there is no district attorney or criminal district attorney with the county attorney, of the county in which the death occurred. If in the opinion of the medical[0] examiner[0] an autopsy is necessary, or if such is requested by the district attorney or criminal district attorney, or county attorney where there is no district attorney or criminal district attorney, the autopsy shall be immediately performed by the medical[0] examiner[0]

or a duly authorized deputy. In those cases where a complete autopsy is deemed unnecessary by the medical[0] examiner[0] to ascertain the cause of death, the medical[0] examiner[0] may perform a limited autopsy involving the taking of blood samples or any other samples of body fluids, tissues or organs, in order to ascertain the cause of death or whether a crime has been committed. In the case of a body of a human being whose identity is unknown, the medical[0] examiner[0] may authorize such investigative and laboratory tests and processes as are required to determine its identity as well as the cause of death. In performing an autopsy the medical[0] examiner[0] or authorized deputy may use the facilities of any city or county hospital within the county or such other facilities as are made available. Upon completion of the autopsy, the medical[0] examiner[0] shall file a report setting forth the findings in detail with the office of the district attorney or criminal district attorney of the county, or if there is no district attorney or criminal district attorney, with the county attorney of the county.

(b) A medical[0] examination on an unidentified person shall include the following information to enable a timely and accurate identification of the person:

(1) all available fingerprints and palm prints;

(2) dental charts and radiographs (X-rays) of the person's teeth;

(3) frontal and lateral facial photographs with scale indicated;

(4) notation and photographs, with scale indicated, of a significant scar, mark, tattoo, or item of clothing or other personal effect found with or near the body;

(5) notation of antemortem medical[0] conditions;

(6) notation of observations pertinent to the estimation of time of death; and

(7) precise documentation of the location of burial of the remains.

(c) A medical[0] examination on an unidentified person may include the following information to enable a timely and accurate identification of the person:

(1) full body radiographs (X-rays); and

(2) hair specimens with roots.

Disinterments and Cremations

Sec. 10. When a body upon which an inquest ought to have been held has been interred, the medical[0] examiner[0] may cause it to be disinterred for the purpose of holding such inquest.

Before any body, upon which an inquest is authorized by the provisions of this Article, can be lawfully cremated, an autopsy shall be performed thereon as provided in this Article, or a certificate that no autopsy was necessary shall be furnished by the medical[0] examiner[0]. Before any dead body can be lawfully cremated, the owner or operator of the crematory shall demand and be furnished

with a certificate, signed by the medical[0] examiner[0] of the county in which the death occurred showing that an autopsy was performed on said body or that no autopsy thereon was necessary. It shall be the duty of the medical[0] examiner[0] to determine whether or not, from all the circumstances surrounding the death, an autopsy is necessary prior to issuing a certificate under the provisions of this section. No autopsy shall be required by the medical[0] examiner[0] as a prerequisite to cremation in case death is caused by the pestilential diseases of Asiatic cholera, bubonic plague, typhus fever, or smallpox. All certificates furnished to the owner or operator of a crematory by any medical[0] examiner[0], under the terms of this Article, shall be preserved by such owner or operator of such crematory for a period of two years from the date of the cremation of said body. A medical[0] examiner[0] is not required to perform an autopsy on the body of a deceased person whose death was caused by a communicable disease during a public health disaster.

Waiting Period Between Death and Cremation

Sec. 10a. The body of a deceased person shall not be cremated within 48 hours after the time of death as indicated on the regular death certificate, unless the death certificate indicates death was caused by the pestilential diseases of Asiatic cholera, bubonic plague, typhus fever, or smallpox, or unless the time requirement is waived in writing by the county medical[0] examiner[0] or, in counties not having a county medical[0] examiner[0], a justice of the peace. In a public health disaster, the commissioner of public health may designate other communicable diseases for which cremation within 48 hours of the time of death is authorized.

Disposal of Unidentified Body

Sec. 10b. If the body of a deceased person is unidentified, a person may not cremate or direct the cremation of the body under this article. If the body is buried, the investigating agency responsible for the burial shall record and maintain for not less than 10 years all information pertaining to the body and the location of burial.

Records

Sec. 11. The medical[0] examiner[0] shall keep full and complete records properly indexed, giving the name if known of every person whose death is investigated, the place where the body was found, the date, the cause and manner of death, and shall issue a death certificate. The full report and detailed findings of the autopsy, if any, shall be a part of the record. Copies of all records shall promptly be delivered to the proper district, county, or criminal district attorney in any case where further investigation is advisable. The records are subject to required public disclosure

in accordance with Chapter 552, Government Code, except that a photograph or x-ray of a body taken during an autopsy is excepted from required public disclosure in accordance with Chapter 552, Government Code, but is subject to disclosure:

(1) under a subpoena or authority of other law; or

(2) if the photograph or x-ray is of the body of a person who died while in the custody of law enforcement.

Transfer of Duties of Justice of Peace

Sec. 12. When the commissioners court of any county shall establish the office of medical[0] examiner[0], all powers and duties of justices of the peace in such county relating to the investigation of deaths and inquests shall vest in the office of the medical[0] examiner[0]. Any subsequent General Law pertaining to the duties of justices of the peace in death investigations and inquests shall apply to the medical[0] examiner[0] in such counties as to the extent not inconsistent with this Article, and all laws or parts of laws otherwise in conflict herewith are hereby declared to be inapplicable to this Article.

Use of Forensic Anthropologist

Sec. 13. On discovering the body or body part of a deceased person in the circumstances described by Subdivision 3(B) of Section 6(a), the medical[0] examiner[0] may request the aid of a forensic anthropologist in the examination of the body or body part. The forensic anthropologist must hold a doctoral degree in anthropology with an emphasis in physical anthropology. The forensic anthropologist shall attempt to establish whether the body or body part is of a human or animal, whether evidence of childbirth, injury, or disease exists, and the sex, race, age, stature, and physical anomalies of the body or body part. The forensic anthropologist may also attempt to establish the cause, manner, and time of death.

Penalty

Sec. 14. (a) A person commits an offense if the person knowingly violates this article.

(b) An offense under this section is a Class B misdemeanor.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722. Amended by Acts 1969, 61st Leg., p. 1033, ch. 336, Sec. 1, eff. May 27, 1969; Acts 1969, 61st Leg., p. 1619, ch. 500, Sec. 1, eff. June 10, 1969; Acts 1971, 62nd Leg., p. 1165, ch. 270, Sec. 1, eff. Aug. 30, 1971; Acts 1975, 64th Leg., p. 1826, ch. 562, Sec. 1, eff. Sept. 1, 1975.

Sec. 6a amended by Acts 1989, 71st Leg., ch. 1205, Sec. 1, eff. June 16, 1989; Sec. 1 amended by Acts 1991, 72nd Leg., ch. 597, Sec. 58,

eff. Sept. 1, 1991; Sec. 6, subds. 6, 7 amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(66), (67), eff. Sept. 1, 1991; Sec. 10 amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(69), eff. Sept. 1, 1991; Sec. 6 amended by Acts 1995, 74th Leg., ch. 255, Sec. 5, eff. Sept. 1, 1995; amended by Acts 1995, 74th Leg., ch. 878, Sec. 4, eff. Sept. 1, 1995; Secs. 6, 7, 9 amended by and Sec. 10b added by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 13 added by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 14 renumbered from Sec. 13 and amended by Acts 1997, 75th Leg., ch. 656, Sec. 6, eff. Sept. 1, 1997; Sec. 11 amended by Acts 1999, 76th Leg., ch. 607, Sec. 2, eff. Sept. 1, 1999; Sec. 6(a) amended by Acts 2003, 78th Leg., ch. 826, Sec. 6, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1295, Sec. 6; Sec. 7(a) amended by Acts 2003, 78th Leg., ch. 894, Sec. 3, eff. Sept. 1, 2003; Sec. 7(c) added by Acts 2003, 78th Leg., ch. 894, Sec. 3, eff. Sept. 1, 2003; Secs. 10, 10a amended by Acts 2003, 78th Leg., ch. 198, Sec. 2.191, eff. Sept. 1, 2003; Sec. 13 amended by Acts 2003, 78th Leg., ch. 826, Sec. 7, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1295, Sec. 7, eff. Sept. 1, 2003.

[Go To Last Hit][Go To Top of Document]

AI-10341 **19.A.**

2008 interdepartmental for C.O. 2004-Pct. 3 Landfill
CC REGULAR

Date: 08/05/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: C.O. 2004-Pct. 3 Landfill
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Certificates of Obligation Series 2004 (1334):
Approval of 2008 interdepartmental transfer within the Certificate of Obligation series 2004 (1334) from various accounts to the Pct. 3 Landfill-Other Land in the total amount of $34,235.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Various-fund 1334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From various accounts within CO's 2004, fund 1334 into 8-1334-432-00-123-022-0-719 C.O.,2004-PCT 3 LANDFILL-OTHER LAND in the total amount of $34,235.50. Funding available for transfer as of 7/29/08.

Attachments

Link: 2008 Inter-Pct 3 Landfill (1334)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 11:03 AM	APRV
2	Dale Kennan (Originator)	Dale Kennan	07/29/2008 11:39 AM	APRV
3	Budget & Management	Veronica Lopez	07/31/2008 07:43 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/31/2008 08:16 AM	APRV
5	Erika Reyna	Erika Reyna	07/31/2008 08:21 AM	APRV
6	Auditor's Office	Linda Fong	07/31/2008 05:05 PM	APRV
7	Purchasing Department	Marty Salazar	07/31/2008 05:06 PM	APRV
8	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Dale Kennan Started On: 07/29/2008 10:50 AM

Final Approval Date: 08/01/2008

DATE: July 29, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the C.O.,2004-PCT.3 (1334)

ACCOUNT NUMBER: 8-1334-4XX-00-XXX-0XX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1334-412-00-220-010-0-431	C.O.,2004-B&G-CRTHSE-BLDG R&M SERVICE	$ (11,115.52)
8-1334-415-00-200-004-0-745	C.O.,2004-IT DEPT-COMPUTER EQUIPMENT	$ (11,629.74)
8-1334-441-00-340-022-0-739	C.O.,2004-H/D EDBG-OTHER STRUCTURES	$ (11,490.24)
8-1334-432-00-123-022-0-719	C.O.,2004-PCT 3 LANDFILL-OTHER LAND	$34,235.50
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from various accounts to C.O.,2004-PCT 3 LANDFILL-OTHER LAND to cover a portion of the pending purchase of land for Precinct 3 Landfill.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10342 **19.B.**

IT Dept- Integrated Justice System-Odyssey Appropriation fund 1302 Tax Notes

CC REGULAR

Date: 08/05/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Tax Notes, 2007:
Approval of 2008 appropriation of funds for the Tax Notes, 2007- Common Integrated Justice System (Odyssey project) in the amount of $30,000.00. (1302)

BACKGROUND

To fund software and minor software in relation to the Odyssey project, refer to AI-10249 CC 8-5-08 under Purchasing Dept.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-412-00-200-009-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $30,000.00 to fund software and minor software, object codes 747 & 667 in relation to the Odyssey project, refer to AI-10249 CC 8-5-08 under Purchasing Dept. Funding available in for approriation as of 7-29-08.

Attachments

Link: Copy of 10342_NEW BA Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/29/2008 11:33 AM	APRV
2	Budget & Management	Veronica Lopez	07/29/2008 01:48 PM	APRV
3	Dale Kennan	Dale Kennan	07/29/2008 02:28 PM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 05:04 PM	APRV
5	Purchasing Department	Marty Salazar	07/31/2008 05:06 PM	APRV
6	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Ivan Cantu — Started On: 07/29/2008 10:57 AM

Final Approval Date: 08/01/2008

DATE: July 29, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Tax Notes, 2007-Common Integrated Justice System

ACCOUNT NUMBER: 8-1302-412-00-200-009-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1302-412-00-200-009-0-667	Tax Notes, 2007-Comn Intgr Just. Syst.- Minor Software	6,900.00
8-1302-412-00-200-009-0-747	Tax Notes, 2007-Comn Intgr Just. Syst.- Software	23,100.00
	TOTAL BUDGET INCREASE (DECREASE)	**30,000.00**

REASON: To appropriate funds for the Common Integrated Justice System (Odyssey) in relation to software and minor software expenditures, refer to AI-10249 CC 8-5-08 under Purchasing Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-10344 **19.C.**

Slot number corrections for Precinct 2 Paved/Unpaved Roads
CC REGULAR

Date: 08/05/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Precinct 2 Paved/Unpaved Roads
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 2 P/U Rd (1202):
1. Approval to correct the slot no.'s for four (4) Maintenance I positions as follows (Re: approved by CC 7/22/08, AI-10166, 18. A):

Position Title	Slot No.	Correct Slot No.
Maintenance I	122-006-T053	122-006-T057
Maintenance I	122-006-T054	122-006-T058
Maintenance I	122-006-T055	122-006-T059
Maintenance I	122-006-T056	122-006-T060

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact slot number change only

Attachments

Link: Corrected Revised Salary Schedule
Link: LOT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 01:51 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/29/2008 02:14 PM	APRV
3	Auditor's Office	Becky Morales	07/31/2008 02:29 PM	APRV
4	Dale Kennan (Originator)	Dale Kennan	07/31/2008 02:44 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	08/01/2008 12:02 PM	APRV

6	Purchasing Department	Marty Salazar	08/01/2008 01:29 PM	APRV
7	Court Administrator	Angela Garcia	08/01/2008 01:32 PM	APRV

Form Started By: Dale Kennan Started On: 07/29/2008 11:47 AM

Final Approval Date: 08/01/2008

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

AI-10344 Salary Schedule Correction
RE: CC 07/22/08, AI 10166, 18.A

1202-431-00-122-006-0-
PCT.2 P/U RD

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0001	113	CHIEF ADMINISTRATOR	63,495.00	0.00	63,495.00	0.04	2,540.00	0.00	66,035.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0002	113	FIELD OPER DIR	61,500.00	0.00	61,500.00	0.04	2,460.00	0.00	63,960.00	63,960.00	480.00	0.00	0.00	0.00	0.00	64,440.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	44,908.00	0.00	44,908.00	0.04	1,796.00	0.00	46,704.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	41,744.00	0.00	41,744.00	0.04	1,670.00	0.00	43,414.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	40,000.00	0.00	40,000.00	0.04	1,600.00	0.00	41,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	39,112.00	0.00	39,112.00	0.04	1,564.48	0.00	40,676.00	40,676.00	480.00	0.00	0.00	0.00	0.00	41,156.00
0007	113	ACCOUNTANT	38,000.00	0.00	38,000.00	0.04	1,520.00	0.00	39,520.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	47,500.00	0.00	47,500.00	0.04	1,900.00	0.00	49,400.00	49,400.00	0.00	0.00	0.00	0.00	0.00	49,400.00
0009	113	ASST FIELD/OP DIR	36,243.00	0.00	36,243.00	0.04	1,450.00	0.00	37,693.00	36,975.00	1,260.00	0.00	0.00	0.00	0.00	38,235.00
0010	113	HEAVY EQUIPMENT OPERATOR III	32,553.00	0.00	32,553.00	0.04	1,302.12	0.00	33,855.00	33,855.00	600.00	0.00	0.00	0.00	0.00	34,455.00
0011	113	HEAVY EQUIPMENT OPERATOR III	31,749.00	0.00	31,749.00	0.04	1,270.00	0.00	33,019.00	24,960.00	0.00	0.00	0.00	0.00	0.00	24,960.00
0012	113	HEAVY EQ OP III	31,749.00	0.00	31,749.00	0.04	1,269.96	0.00	33,019.00	33,019.00	1,020.00	0.00	0.00	0.00	0.00	34,039.00
0013	113	HEAVY EQ OP III	31,749.00	0.00	31,749.00	0.04	1,270.00	0.00	33,019.00	30,884.00	1,020.00	0.00	0.00	0.00	0.00	31,904.00
0014	113	MECHANIC III	31,816.00	0.00	31,816.00	0.04	1,273.00	0.00	33,089.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	OFFICE COORDINATOR	29,094.00	0.00	29,094.00	0.04	1,164.00	0.00	30,258.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	27,292.00	0.00	27,292.00	0.04	1,092.00	0.00	28,384.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	MECHANIC II	27,111.00	0.00	27,111.00	0.04	1,084.00	0.00	28,195.00	28,195.00	600.00	0.00	0.00	0.00	0.00	28,795.00
0018	113	A/P CLERK	27,093.00	0.00	27,093.00	0.04	1,083.72	0.00	28,177.00	28,177.00	900.00	0.00	0.00	0.00	0.00	29,077.00
0019	113	INVENTORY CLK	26,729.00	0.00	26,729.00	0.04	1,069.00	0.00	27,798.00	27,798.00	0.00	0.00	0.00	0.00	0.00	27,798.00
0020	113	CLERK/RECEPTIONIST	25,860.00	0.00	25,860.00	0.04	1,034.00	0.00	26,894.00	26,894.00	480.00	0.00	0.00	0.00	0.00	26,894.00
0021	113	OFFICE CLERK	25,860.00	0.00	25,860.00	0.04	1,034.00	0.00	26,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0022	113	TRCK DRVER III	25,782.00	0.00	25,782.00	0.04	1,031.28	0.00	26,813.00	26,813.00	660.00	0.00	0.00	0.00	0.00	27,473.00
0023	113	TRCK DRVER III	25,514.00	0.00	25,514.00	0.04	1,021.00	0.00	26,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0024	113	TRCK DRVER III	25,514.00	0.00	25,514.00	0.04	1,021.00	0.00	26,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0025	113	HEAVY EQ OP II	25,342.00	0.00	25,342.00	0.04	1,014.00	0.00	26,356.00	24,340.00	0.00	0.00	0.00	0.00	0.00	24,340.00
0026	113	TRCK DRIVER I	24,572.00	0.00	24,572.00	0.04	1,000.00	0.00	25,572.00	23,646.92	960.00	0.00	0.00	0.00	0.00	24,606.92
0027	113	TRCK DRIVER II	24,136.00	0.00	24,136.00	0.04	1,000.00	0.00	25,136.00	25,136.00	0.00	0.00	0.00	0.00	0.00	25,136.00
0028	113	TRCK DRIVER II	24,016.00	0.00	24,016.00	0.04	1,000.00	0.00	25,016.00	25,016.00	900.00	0.00	0.00	0.00	0.00	25,916.00

Hidalgo County
Department of Budget & Management

2008 Salary Schedule
COMMISSIONERS COURT

AI-10344 Salary Schedule Correction
RE: CC 07/22/08, AI 10166, 18.A

1202-431-00-122-006-0-
PCT.2 P/U RD

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED	2008 ADJUSTE	2008 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED	2008 ACTUAL SALARY	Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	2008 ACTUAL TOTAL COMPENSATION
0029	113	TRCK DRIVER II	24,016.00	0.00	24,016.00	0.04	1,000.00	0.00	25,016.00	23,748.00	420.00	0.00	0.00	0.00	0.00	24,168.00
0030	113	TRF SA/SPC III	23,991.00	0.00	23,991.00	0.04	1,000.00	0.00	24,991.00	23,646.92	360.00	0.00	0.00	0.00	0.00	24,007.00
0031	113	HEAVY EQUIPMENT OPERATOR II	23,828.00	0.00	23,828.00	0.04	1,000.00	0.00	24,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0032	113	TRCK DRIVER II	23,790.00	0.00	23,790.00	0.04	1,000.00	0.00	24,790.00	24,790.00	1,140.00	0.00	0.00	0.00	0.00	25,930.00
0033	113	MAINTENANCE I	23,265.00	0.00	23,265.00	0.04	1,000.00	0.00	24,265.00	24,265.00	960.00	0.00	0.00	0.00	0.00	25,225.00
0034	113	TRUCK DRIVER II	23,059.00	0.00	23,059.00	0.04	1,000.00	0.00	24,059.00	19,900.00	0.00	0.00	0.00	0.00	0.00	19,900.00
0035	113	MAINTENANCE II	22,204.00	0.00	22,204.00	0.05	1,000.00	0.00	23,204.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0036	113	MAINTENANCE II	21,840.00	0.00	21,840.00	0.05	1,000.00	0.00	22,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0037	113	TRF SA/SPC I	21,355.00	0.00	21,355.00	0.05	1,000.00	0.00	22,355.00	20,905.60	0.00	0.00	0.00	0.00	0.00	20,905.60
0038	113	MAINTENANCE I	20,753.00	0.00	20,753.00	0.05	1,000.00	0.00	21,753.00	21,753.00	480.00	0.00	0.00	0.00	0.00	22,233.00
0039	113	MAINTENANCE I	20,753.00	0.00	20,753.00	0.05	1,000.00	0.00	21,753.00	20,345.00	420.00	0.00	0.00	0.00	0.00	20,765.00
0040	113	MAINTENANCE I	20,338.00	0.00	20,338.00	0.05	1,000.00	0.00	21,338.00	20,637.46	0.00	0.00	0.00	0.00	0.00	20,637.00
0041	113	MAINTENANCE I	19,984.00	0.00	19,984.00	0.05	1,000.00	0.00	20,984.00	20,215.00	0.00	0.00	0.00	0.00	0.00	20,215.00
0042	113	MAINTENANCE I	19,984.00	0.00	19,984.00	0.05	1,000.00	0.00	20,984.00	20,345.00	300.00	0.00	0.00	0.00	0.00	20,645.00
0043	113	MAINTENANCE I	19,703.00	0.00	19,703.00	0.05	1,000.00	0.00	20,703.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0044	113	TRAF SA/SP I	19,345.00	0.00	19,345.00	0.05	1,000.00	0.00	20,345.00	18,689.00	0.00	0.00	0.00	0.00	0.00	18,689.00
0045	113	TRAF SA/SP I	19,345.00	0.00	19,345.00	0.05	1,000.00	0.00	20,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T046	121	MAINTENANCE	17,689.00	0.00	17,689.00	0.06	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T047	121	MAINTENANCE	17,689.00	0.00	17,689.00	0.06	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T048	121	MAINTENANCE	17,689.00	0.00	17,689.00	0.06	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T051	121	MAINTENANCE	17,689.00	0.00	17,689.00	0.06	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T052	121	MAINTENANCE	17,689.00	0.00	17,689.00	0.06	1,000.00	0.00	18,689.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0055	114	OFFICE CLERK	9,360.00	0.00	9,360.00	0.04	374.00	0.00	9,734.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	0.00	21,840.00	21,840.00	0.00	0.00	0.00	21,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
++++ADD++++																
T057	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T058	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T060	121	MAINTENANCE I	0.00	19,760.00	19,760.00	0.00	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 08/01/2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

RECEIVED
AUG - 1 2008
HUMAN RESOURCES

AI: 10344

C.C. Date: 08/05/08

Dept: PRECINCT NO. 2 (P/U) ROAD & BRIDGE (RE. CC 07/22/2008 AI 10166, 18.A)

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

Missing from packet

Human Resources Dept:

Received By: E. Cortez

Title: Director

Date: 8/1/2008

2008 AUG 1 PM 2 17

BUDGET OFFICE

Time: 1:24 PM

AI-10343 **19.D.**

Various 2008 appropriations and transfers for the Precinct 4 Sugar Road Project

CC REGULAR

Date: 08/05/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Precinct 4 Sugar Road Project
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

1. Approval of 2008 appropriation of funds for Certificate of Obligation Series 2001 (1331) to Precinct 4 - Sugar Road in the amount of $153,582.96.
2. Approval of 2008 interdepartmental transfer within Certificate of Obligation Series 2001 (1331) from various accounts to Precinct 4 - Sugar Road in the total amount of $109,168.45.
3. Approval of 2008 interdepartmental transfer within Certificate of Obligation Series 2006 (1336) from various accounts to Precinct 4 - Sugar Road in the total amount of $287,248.59.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation and various interdepartmental transfers (please see attached). Funding available for appropriation and interdepartmental transfers as of 7/29/08.

Attachments

Link: 2008 BA (1331)
Link: 2008 Inter (1331)
Link: 2008 Inter (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/29/2008 01:49 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/29/2008 04:24 PM	APRV
3	Auditor's Office	Linda Fong	07/31/2008 01:26 PM	APRV
4	Dale Kennan (Originator)	Dale Kennan	07/31/2008 02:01 PM	APRV
5	Purchasing Department	Marty Salazar	07/31/2008 02:24 PM	APRV
6	Court Administrator	Angela Garcia	07/31/2008 02:58 PM	APRV

Form Started By: Dale Kennan

Started On: 07/29/2008 11:00 AM

Final Approval Date: 07/31/2008

DATE: July 29, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the C.O.,2001-PCT.4 (1331)

ACCOUNT NUMBER: 8-1331-431-00-124-021-0-731

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1331-431-00-124-021-0-731	C.O.,2001-PCT.4-SUGAR RD-ROADS	153,582.96
	TOTAL BUDGET INCREASE (DECREASE)	$ 153,582.96

REASON: To appropriate funding in the amount of $153,582.96 into C.O.,2001-PCT.4-SUGAR RD-ROADS to cover a portion of the pending Sugar Road Expansion Project for Precinct 4.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: July 29, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the C.O.,2001-PCT.4 (1331)

ACCOUNT NUMBER: 8-1331-4XX-X0-XXX-0XX-0-X3X

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1331-419-00-115-054-0-334	C.O.,2001-CRTHSE PRK GARAGE-ENG & ARCH	$ (73,187.70)
8-1331-419-40-220-013-0-739	C.O.,2001-B&G-PARKING LOT-OTHER STRUCTUR	$ (16,057.28)
8-1331-431-00-115-053-0-334	C.O.,2001-AERIAL-ENG & ARCH SERVICES	$ (19,923.47)
8-1331-431-00-124-021-0-731	C.O.,2001-PCT.4-SUGAR RD-ROADS	$109,168.45
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from various accounts to C.O.,2001-PCT.4-SUGAR RD-ROADS to cover a portion of the pending Sugar Road Expansion Project for Precinct 4.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: July 29, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for the C.O.,2006-PCT.4 (1336)

ACCOUNT NUMBER: 8-1336-4XX-XX-XXX-0XX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1336-423-32-330-044-0-663	C.O.,2006-JUV DET CTR-SMALL TOOLS	(500.00)
8-1336-423-32-330-044-0-664	C.O.,2006-JUV DET CTR-OTHER MINOR EQUIP	(6,540.15)
8-1336-423-32-330-044-0-720	C.O.,2006-JUV DET CTR-BUILDINGS	(39,499.61)
8-1336-423-32-330-044-0-745	C.O.,2006-JUV DET CTR-COMPUTER EQUIPMENT	($23,927.56)
8-1336-423-32-330-044-0-748	C.O.,2006-JUV DET CTR-OTHER EQUIPMENT	($41,706.21)
8-1336-441-00-340-029-0-748	C.O.,2006-HEALTH DEPT-OTHER EQUIPMENT	($98,615.00)
8-1336-415-00-200-006-0-534	C.O.,2006-IT DEPT-INTERNET	($74,363.50)
8-1336-415-00-200-006-0-745	C.O.,2006-IT DEPT-COMPUTER EQUIPMENT	($2,096.56)
8-1336-431-00-124-021-0-731	C.O.,2006-PCT.4-SUGAR RD-ROADS	$287,248.59
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from various accounts to C.O.,2006-PCT.4-SUGAR RD-ROADS to cover a portion of the pending Sugar Road Expansion Project for Precinct 4.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10374 **19.E.**

Interfund Transfer from Contingency to Comm. Corrections (Adult Probation) for A/C Units

CC REGULAR

Date: 08/05/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Adult Probation-Boot Camp:
Approval of interdepartmental transfer from Countywide Administration - Contingency to Boot Camp - Building R & M Service (1100) in the amount of $25,000.00.

BACKGROUND

To fund the remaining amount needed for the replacement of A/C Units for the Adult Probation Dept-Boot Camp; $70,000.00 are being used from State funds. A letter dated 7-30-08 was sent from Adult Probation Dept to DBM making funding request, see attached.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-423-00-320-008-0-431 $25,000.00; funds available as of 7-30-08.

Attachments

Link: Adult Probation Funding Request Letter

Link: Boot Camp interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/30/2008 02:40 PM	APRV
2	Budget & Management	Veronica Lopez	07/30/2008 03:02 PM	APRV
3	Veronica Lopez	Veronica Lopez	07/30/2008 03:17 PM	APRV
4	Auditor's Office	Linda Fong	07/31/2008 03:01 PM	APRV
5	Ivan Cantu (Originator)	Ivan Cantu	07/31/2008 03:26 PM	APRV
6	Auditor's Office	Linda Fong	07/31/2008 05:02 PM	APRV

7	Purchasing Department	Marty Salazar	07/31/2008 05:02 PM	APRV
8	Court Administrator	Angela Garcia	08/01/2008 07:44 AM	APRV

Form Started By: Ivan Cantu Started On: 07/30/2008 02:10 PM

Final Approval Date: 08/01/2008

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

July 30, 2008

Valde Guerra
Chief Financial Officer
County of Hidalgo

Dear Valde,

As you are aware, the State made some funds available for repairs to buildings which are being used to house our residential programs. In our case, this applied to the Boot Camp Complex and the Restitution Center building which are both owned by the County of Hidalgo.

I made a decision to apply these State funds and repair/replace all air conditioning units in both buildings. A walk-thru was conducted and proposals were submitted by Johnson Controls, Inc. The proposal for the Boot Camp totaled $94,572.20. We had $70,000.00 State dollars for that project. As you can see we were approximately $25,000.00 short.

At this time, I am requesting that the County contribute the $25,000.00 needed to complete the project. This would result in having completely new air conditioning equipment at the Boot Camp Complex which will reduce repair costs for the next several years.

Sincerely,

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ah

DATE: July 31, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Adult Probation

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-00X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(25,000.00)
TO			
8-1100-423-00-320-008-0- 431	Boot Camp-	Bldg R & M Service	25,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund the remaining amount needed for the purchase/repair of A/C units for the Adult Probation Boot Camp Dept; $70,000.00 from State funds have been allocated for this expenditure, refer to PO #606003 for Johnson Controls, Inc.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-10417 **19.F.**

Interdept Transfer- 275th DC
CC REGULAR

Date: 08/05/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

275th DC:
Approval of 2008 interdepartmental transfer from County Wide Administration to 275th District Court (1100) in the amount of $18,121.11.

BACKGROUND

Transfer needed due to water damage. Please see AI-10356.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-005-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$246,631.80 Funds available as of 07/31/08.

Attachments

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 03:37 PM	APRV
2	Rey Salazar	Rey Salazar	08/01/2008 08:09 AM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 12:01 PM	APRV
4	Purchasing Department	Marty Salazar	08/01/2008 01:29 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:33 PM	APRV

Form Started By: Veronica Lopez Started On: 07/31/2008 03:29 PM

Final Approval Date: 08/01/2008

DATE: July 31, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for 275th DC

ACCOUNT NUMBER: 8-1100-41X-00-XX5-00X-0-XXX

2008
Transfer
AI-10417

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(18,121.11)
TO		
8-1100-412-00-005-001-0- 748	275th DC- Other Equipment	18,121.11
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to 275th DC- Other Equipment to cover damaged equipment due to water damage.

Approved by

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-10419 **19.G.**

2008 interdepartmental for Buildings & Grounds (1100)
CC REGULAR

Date: 08/05/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Buildings & Grounds
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to Buildings & Grounds (1100) in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-419-40-220-001-0-431 in the amount of $100,000.00. Funding available for transfer as of 7/31/08.

Attachments

Link: 2008 Inter for B&G (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 04:33 PM	APRV
2	Rey Salazar	Rey Salazar	08/01/2008 08:11 AM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 12:05 PM	APRV
4	Purchasing Department	Marty Salazar	08/01/2008 01:29 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:33 PM	APRV

Form Started By: Dale Kennan — Started On: 07/31/2008 03:45 PM

Final Approval Date: 08/01/2008

DATE: July 31, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Buildings & Grounds (1100)

ACCOUNT NUMBER: 8-1100-41X-X0-XXX-00X-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(100,000.00)
8-1100-419-40-220-001-0-431	SERVICE	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to GEN GOVT BLDG-BLDG R&M SERVICE to future expenses for 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10422 **19.H.**

Budget Amendment
CC REGULAR

Date: 08/05/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 appropriation of funds to C.O.,2002- Landfill Pct#4 - Eng. & Arch. Services (1332) in the amount of $15,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-432-00-230-008-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2008 appropriation of funds in the amount of $15,000.00. Funds available for appropriation as of 7/31/08 $79,438.29

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 04:33 PM	APRV
2	Dale Kennan	Dale Kennan	07/31/2008 05:44 PM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 12:13 PM	APRV
4	Purchasing Department	Marty Salazar	08/01/2008 01:29 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:33 PM	APRV
Form Started By: Manuel Chapa			Started On: 07/31/2008 03:50 PM	
Final Approval Date: 08/01/2008				

DATE: July 31, 2008

DEPARTMENT HEAD: Valde Guerra **AI# 10422**

DEPARTMENT NAME: Dept. of Budget & Mgmt for PCT#4 (1332)

ACCOUNT NUMBER: 8-1332-432-00-230-008-0-334

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1332-432-00-230-008-0-334	C.O., 2002 - LANDFILL PCT. 4 - ENG. & ARCH SRV	15,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 15,000.00

REASON: To appropriate funding for C.O., 2002 - LANDFILL PCT. 4 - ENG. & ARCH SRV to pay Inv.#22 Eng 1150 for J.E. Saenz and Associates.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-10434 **19.I.**

Interfund Transfer from Elections to Pct 4
CC REGULAR

Date: 08/05/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from Elections Department (1100) to Precinct 4 (1204) in the amount of $5,566.77.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-414-00-130-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$10,000.00 available account balance as of 08-01-2008

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/01/2008 10:02 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/01/2008 10:05 AM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 12:06 PM	APRV
4	Purchasing Department	Marty Salazar	08/01/2008 01:31 PM	APRV
5	Court Administrator	Angela Garcia	08/01/2008 01:34 PM	APRV

Form Started By: Sergio Cruz — Started On: 08/01/2008 09:45 AM

Final Approval Date: 08/01/2008

DATE: August 5, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR ELECTIONS DEPT. & PRECINCT # 4

ACCOUNT NUMBER: **8-1204-431-00-124-007-0-626**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-414-00-130-001-0- 682	**ELECTIONS DEPT-GASONLINE/DIESEL**	**(5,566.77)**
8-1100-491-01-000-204-0- 891	**TRANSFER OUT**	**5,566.77**
8-1204-391-01-000-100-0- 000	**TRANSFER IN**	**5,566.77**
8-1204-431-00-124-007-0- 626	**PCT.4 P/U RD-GASOLINE/DIESEL (BULK)**	**5,566.77**
	TOTAL BUDGET INCREASE (DECREASE)	**5,566.77**

REASON: **TO REIMBURSE PRECINCT 4 FOR FUEL USED BY THE ELECTIONS DEPARTMENT FROM FEBRUARY 22, 2008 TO JULY 10, 2008.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-10442 **19.J.**

Interdepartmental Transfer - BCAP
CC REGULAR

Date: 08/05/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Purchasing to Border Colonia Access Program (1200) in the amount of $25,043.98.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-415-18-160-003-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available for transfer as of 08-01-2008.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/01/2008 02:55 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/01/2008 03:01 PM	APRV
3	Auditor's Office	Linda Fong	08/01/2008 03:09 PM	APRV
4	Purchasing Department		08/01/2008 05:12 PM	NEW

Form Started By: Sergio Cruz — Started On: 08/01/2008 02:19 PM

Final Approval Date: 08/01/2008

DATE: August 5, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR BORDER COLONIA ACCESS PROGRAM

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1200-415-18-160-003-0- 113	PURCHASING-PERM F/T EMPLOYEES	(19,457.47)
8-1200-415-18-160-003-0- 211	PURCHASING-HEALTH INSURANCE	(2,193.25)
8-1200-415-18-160-003-0- 212	PURCHASING-LIFE INSURANCE	(17.38)
8-1200-415-18-160-003-0- 220	PURCHASING-FICA	(1,488.50)
8-1200-415-18-160-003-0- 230	PURCHASING-RETIREMENT	(1,708.37)
8-1200-415-18-160-003-0- 250	PURCHASING-UNEMPLOYMENT COMP	(97.29)
8-1200-415-18-160-003-0- 260	PURCHASING-WORKERS COMP	(81.72)
TO		
8-1200-431-00-115-042-0- 113	COLONIA ACCESS PRG-PERM F/T EMPLOYEES	19,457.47
8-1200-431-00-115-042-0- 211	COLONIA ACCESS PRG-HEALTH INSURANCE	2,193.25
8-1200-431-00-115-042-0- 212	COLONIA ACCESS PRG-LIFE INSURANCE	17.38
8-1200-431-00-115-042-0- 220	COLONIA ACCESS PRG-FICA	1,488.50
8-1200-431-00-115-042-0- 230	COLONIA ACCESS PRG-RETIREMENT	1,708.37
8-1200-431-00-115-042-0- 250	COLONIA ACCESS PRG-UNEMPLOYMENT COMP	97.29
8-1200-431-00-115-042-0- 260	COLONIA ACCESS PRG-WORKERS COMP	81.72
	TOTAL BUDGET INCREASE (DECREASE)	**(0.00)**

REASON: **TO FUND ADMINISTRATIVE ASSISTANT POSITION APPROVED BY COMMISSIONERS' COURT ON MAY 6, 2008.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-10411 **20.D.**

Cause No. C-1525-08-C

CC REGULAR

Date: 08/05/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. C-1525-08-CI; Nora Hernandez Solis vs Elizabeth Cantu Ahumada, Hidalgo County, Hidalgo County Precinct No. 3, Jose Ahumada and Pablo Fidel Navarro

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:55 AM	APRV
2	Auditor's Office	Linda Fong	07/31/2008 02:54 PM	APRV
3	Purchasing Department	Marty Salazar	07/31/2008 03:09 PM	APRV
4	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV
Form Started By: Norma Silva			Started On: 07/31/2008 10:48 AM	
Final Approval Date: 07/31/2008				

AI-10408 **20.E.**

Subrogation of Nicolas Cano
CC REGULAR

Date: 08/05/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Subrogation of Nicolas Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:50 AM	APRV
2	Auditor's Office	Linda Fong	07/31/2008 02:54 PM	APRV
3	Purchasing Department	Marty Salazar	07/31/2008 03:09 PM	APRV
4	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV
Form Started By: Norma Silva			Started On: 07/31/2008 10:28 AM	
Final Approval Date: 07/31/2008				

AI-10406 **20.F.**

Claim of BFI Landfill
CC REGULAR

Date: 08/05/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of BFI Landfill

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:39 AM	APRV
2	Auditor's Office	Linda Fong	07/31/2008 02:53 PM	APRV
3	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
4	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV
Form Started By: Norma Silva			Started On: 07/31/2008 10:14 AM	
Final Approval Date: 07/31/2008				

AI-10412 **21.D.**

Cause No. C-1528-08-C

CC REGULAR

Date: 08/05/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. C-1528-08-C; Nora Hernandez Solis vs Elizabeth Cantu Ahumada, Hidalgo County, Hidalgo County Precinct No. 3, Jose Ahumada and Pablo Fidel Navarro

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:55 AM	APRV
2	Auditor's Office	Linda Fong	07/31/2008 02:58 PM	APRV
3	Purchasing Department	Marty Salazar	07/31/2008 03:09 PM	APRV
4	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV
Form Started By: Norma Silva			Started On: 07/31/2008 10:51 AM	
Final Approval Date: 07/31/2008				

AI-10410 **21.E.**

Subrogation of Nicolas Cano
CC REGULAR

Date: 08/05/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Subrogation of Nicolas Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:50 AM	APRV
2	Auditor's Office	Linda Fong	07/31/2008 02:55 PM	APRV
3	Purchasing Department	Marty Salazar	07/31/2008 03:09 PM	APRV
4	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV
Form Started By: Norma Silva			Started On: 07/31/2008 10:46 AM	
Final Approval Date: 07/31/2008				

AI-10407 **21.F.**

Claim of BFI Landfill
CC REGULAR

Date: 08/05/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of BFI Landfill

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 10:39 AM	APRV
2	Auditor's Office	Linda Fong	07/31/2008 02:55 PM	APRV
3	Purchasing Department	Marty Salazar	07/31/2008 03:08 PM	APRV
4	Court Administrator	Angela Garcia	07/31/2008 04:14 PM	APRV

Form Started By: Norma Silva — Started On: 07/31/2008 10:15 AM

Final Approval Date: 07/31/2008